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Imagine the result

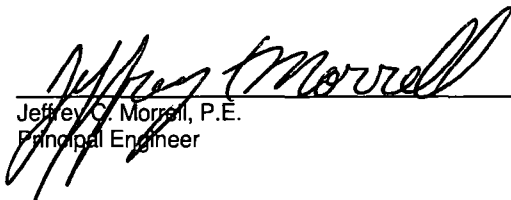
**James Campbell Company, LLC**  
**1001 Kamokila Boulevard**  
**Kapolei, Hawaii 96707**

**2010 Institutional Controls Annual Report**  
**Del Monte Pineapple Plantation Superfund Site**  
**Kunia, Oahu, Hawaii**

September 17, 2010



ARCADIS

  
\_\_\_\_\_  
Jeffrey C. Morrell, P.E.  
Principal Engineer

**2010 Institutional Controls  
Annual Report**

Del Monte Pineapple Plantation  
Superfund Site Kunia, Oahu,  
Hawaii

Prepared for  
James Campbell Company, LLC  
Prepared by  
ARCADIS U.S., Inc.  
220 South King Street  
Suite 1290  
Honolulu  
Hawaii 96813  
Tel 808.522 0321  
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Our Ref  
HI011093 0004

Date  
September 17, 2010

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Judy C. Huang, P.E.  
Remedial Project Manager  
Superfund Division  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street (SFD-8-3)  
San Francisco, CA 94105

**Subject:**

Del Monte Pineapple Plantation Superfund Site 2009 Institutional Controls Annual Report, prepared on behalf of James Campbell Company, LLC

The following item is enclosed via e-mail and US Postal Service Certified Mail:

Description	No. of Copies
2010 Institutional Controls Annual Report Del Monte Pineapple Plantation Superfund Site Kunia, Oahu, Hawaii	1

**Date:**  
September 17, 2010

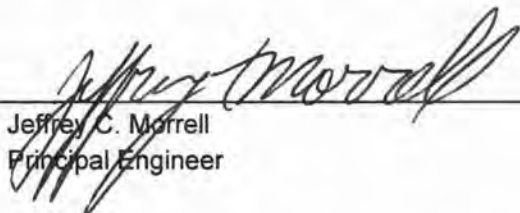
**Email:**  
Jeff.Morrell@arcadis-us.com

**Our ref:**  
HI011093.0004

The item(s) are transmitted: ☐ At your request ☐ For your action  
☐ For your review/comment ☒ For your files  
☐ For your approval ☐ For your information

Comments: Feel free to contact me at 522-0321 should you have any questions.

Sincerely,

  
Jeffrey C. Morrell  
Principal Engineer

Cc: Craig S. Bloomgarden - Manatt | Phelps | Phillips  
Lloyd Haraguchi - James Campbell Company, LLC

Imagine the result



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#### Appendices

A	Conveyance of Property Titles: Correspondence and Documents
B	Source Area Boundary
C	Lessee Certifications of Compliance



## 1. Introduction

ARCADIS-U.S., Inc. (ARCADIS; formerly LFR Inc.) has prepared this Institutional Controls Annual Report (IC Annual Report) on behalf of the James Campbell Company LLC (Campbell) to comply with the requirements of the March 19, 2007 Institutional Controls Consent Decree (Consent Decree) for the Del Monte Pineapple Kunia Plantation Superfund Site (the Site, Figure 1). Campbell owned the Site at the time of the Consent Decree, but no longer owns any portion of the Site (Figure 2). The U.S. Environmental Protection Agency (EPA) identification number for the Site is HID 980637631.

## 2. Project objectives

The Consent Decree requires that Campbell monitor institutional controls at the Site to verify that property owners and lessees have not:

1. undertaken any construction in the Source Area or the Well Restriction Area that has damaged or interfered with, or might damage or interfere with, any basal groundwater monitoring or extraction wells, or equipment associated with those wells; or
2. submitted an application for a water-use permit to withdraw water from any well located in the Well Restriction Area.

The objectives of this report are to summarize activities undertaken by Campbell during the previous year to comply with the requirements of the Consent Decree and to certify such information as required by the EPA. This report is for the period September 18, 2009 to September 17, 2010.

## 3. Monitoring of Institutional Controls

To comply with the Consent Decree, ARCADIS obtained records from Campbell associated with Paragraph 7 of the Consent Decree which requires that Campbell provide EPA with written notice before completing a proposed title conveyance of property within the Site. Additionally, ARCADIS performed monthly reviews of State of Hawaii Department of Land and Natural Resources (DLNR) Water Commission Monthly Reports and performed a site visit to verify that required institutional controls were in place. This information is summarized in the following sections.

### 3.1 Conveyance of Property Titles

Property conveyance during the past year is summarized in the table below. Copies of relevant correspondence and documents for the property transactions are presented in Appendix A.



<b>Purchaser</b>	<b>Site Section</b>	<b>Conveyance Date</b>	<b>Notified of Consent Decree and Restrictive Covenants</b>
Hawaii Agriculture Research Center	Kunia Village (Figure 3)  (Lot 17847 on Map 1370, TMK 9-2-006-023)	November 17, 2009	Yes
Kunia Loa Ridge Farmlands	Section 2 (Figure 5)  (Lot M-8-B on Map 5, TMK 9-2-004-013)	March 17, 2010	Yes

### 3.2 Status of Remaining Property

Campbell no longer retains ownership of any portion of the Site. The Source Area was conveyed to Hawaii Agriculture Research Center on November 17, 2009 as part of the Kunia Village disposition. Campbell is currently in the process of subdividing the Source Area. The final Source Area boundary is shown in the figures presented in Appendix B.

### 3.3 Certifications of Compliance

Certifications of compliance with the Declaration of Environmental Restrictions (Well Restriction Area) from current property owners for the past year are summarized in the table below. Copies of signed certifications are presented in Appendix C.



Purchaser	Site Section	Certification Date	Signatory
Hawaii Agriculture Research Center	Kunia Village (Figure 3)	July 2, 2010	Stephanie Whalen
Army Hawaii Family Housing, LLC	Sections 7 and 9 (Figure 4)	July 22, 2010	Claire Ridding
Kunia Loa Ridge Farmlands	Section 2 (Figure 5)	July 20, 2010	Calvin Lui
Syngenta Hawaii, LLC	Section 6 (Figure 6)	July 12, 2010	Kathryn J. Herrold
Fat Laws Farm Inc.	Section 8 (Figure 7)	July 2, 2010	Frank Law

### 3.4 Records Review

ARCADIS reviewed Monthly Water Resource Bulletins prepared by the DLNR Commission on Water Resource Management (the Commission) to verify that no new applications for well installation or water use permits within the Well Restriction Area have been submitted during the previous year (bulletins for September 2009 through September 2010). The Bulletins can be found at [www.hawaii.gov/dlnr/cwrm](http://www.hawaii.gov/dlnr/cwrm). The Well Restriction Area covers portions of DLNR well quadrants 3-2503, 3-2603 and 3-2703 as shown in Figure 8. Review of the Bulletins indicated that no well permits or water use permits were submitted to the DLNR for these three quadrants during this reporting period.

ARCADIS also reviewed the publicly available minutes for the meetings of the Commission (September 2009 through September 2010). The meeting minutes can be found at [www.hawaii.gov/dlnr/cwrm](http://www.hawaii.gov/dlnr/cwrm). This review verified that no water-use permits for the Well Restriction Area were submitted to the DLNR during this reporting period.



### **3.5 Site Inspection**

On September 13, 2010, Jeff Morrell and Bryan Nakahara of ARCADIS conducted a site inspection of the Source Area to verify that the remediation system and vegetative cap are intact and operational. At the time of the inspection, access to the Source Area was restricted by the presence of a six foot tall chain link fence. The fence prevents vehicle access from the western (Kunia village) side and the eastern (Kunia Road) side of the Source Area. The major components of the remediation system consist of:

- A vegetated soil cover and storm water controls uphill of the Source Area.
- A soil vapor extraction (SVE) system to remove contaminant mass from the deep soil and reduce perched water impacts on the basal aquifer. Extracted soil vapor is treated using carbon absorption.
- A groundwater extraction system providing hydraulic containment and dewatering of the perched aquifer area. Extracted groundwater is treated using phytoremediation.

The Source Area remains covered with vegetation consisting of grasses typical of surrounding agricultural areas. The landscaping has been maintained. The storm water control system in the Source Area appeared to be in good condition. Storm water in the upper portion of the Source Area (near the Kunia Well) is directed into a concrete diversion ditch capable of conveying storm event flows to a drainage swale directing water off-site to the east and across Kunia Road. The drainage ditch is connected to the swale by a large culvert culminating in an energy dissipater.

ARCADIS inspected the SVE system which consists of the well points, treatment system components, and controls installed on a concrete slab protected by a roofed and open sided pole barn. The well heads and piping for the SVE system, and the groundwater extraction system, appeared to be in working condition with no visible damage. The SVE system was not operating on the day of the inspection because the operator was awaiting the delivery of fresh carbon. ARCADIS inspected the phytoremediation area and observed that there is a one-foot long tear in the high-density polyethylene (HDPE) liner in the northern berm of the southern remediation cell.

ARCADIS also conducted a drive-through inspection of the Well Restriction Area and verified that no new wells have been constructed. Access to the basal monitoring wells was provided by maintained agricultural roads. Basal monitoring wells BMW-1 through BMW-6 were confirmed to be present and in good working order. Traffic bollards were present at each of the basal monitoring wells and the well covers were locked. Traffic bollards and fencing were present at the DLNR Mauka Deep Monitoring Well and the DLNR Pearl Harbor Middle Deep Exploratory Well.



#### **4. SUMMARY AND CONCLUSIONS**

ARCADIS conducted activities to verify that institutional controls are working effectively in the Source Area and Well Restriction Area of the Site. Based on our review of available information ARCADIS concluded the following:

- Affected lessees and landowners certified compliance with the Consent Decree.
- No permits for water use in restricted areas have been requested of the DLNR's Water Commission.
- An inspection of the Source Area and basal monitoring wells confirmed that the remediation system is intact and operational.
- No construction or other activities have interfered with the functioning of the basal monitoring wells.

#### **5. REFERENCES**

Golder Associates, Inc. (Golder). 2007. Perched Groundwater Remedial Design Report for the Del Monte Corporation (Oahu Plantation) Superfund Site. December 20.

Environmental Protection Agency, Region IX. 2007. CERCLA Administrative Order on Consent with the James Campbell Company, LLC March 19



ARCADIS

Figures





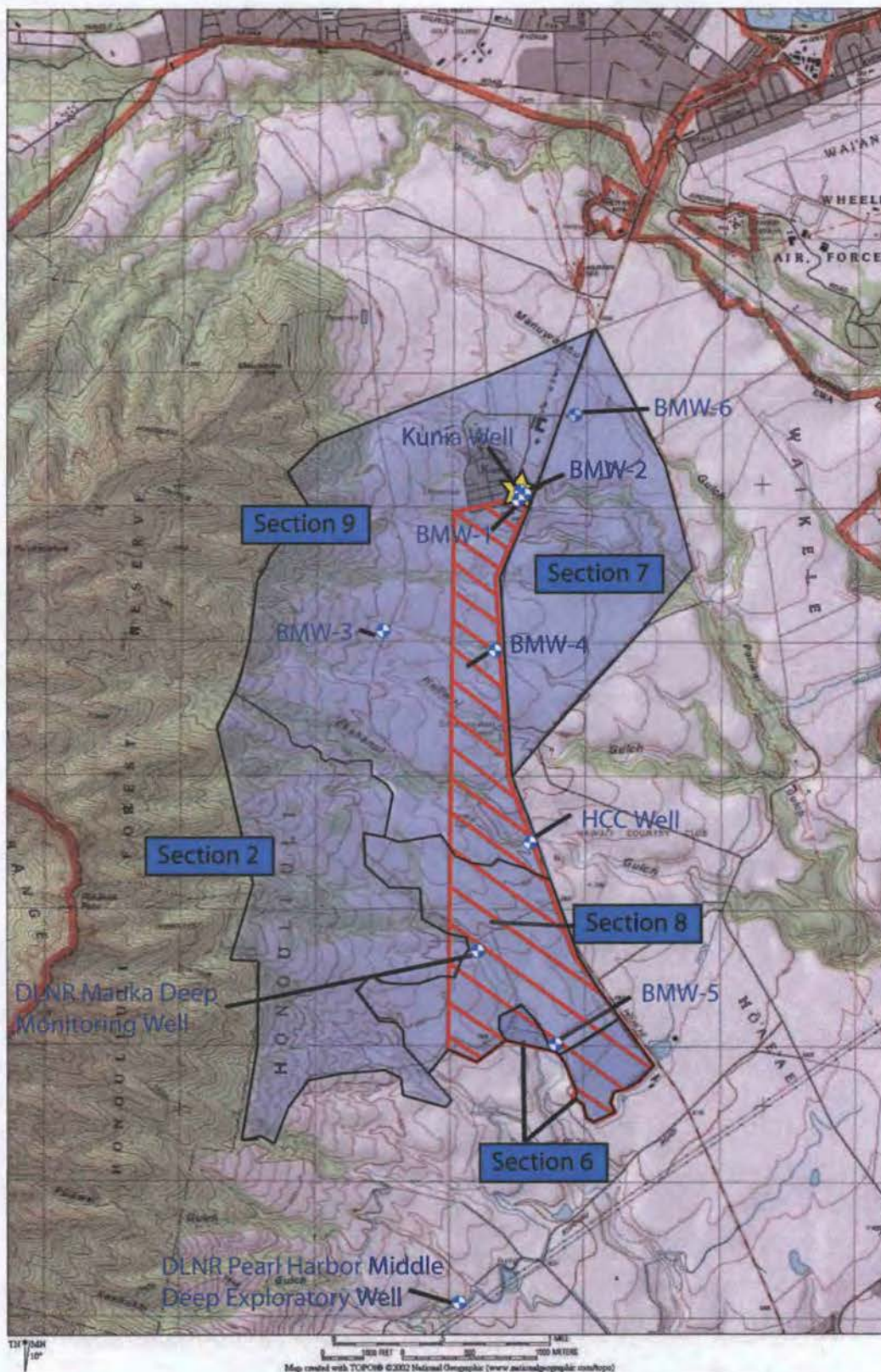
Site Location

Del Monte/Kunia



Figure 1





#### EXPLANATION



EPA Well Restriction Area



Source Area

Source: Letter to Ms. Janet Rosati, EPA Project Coordinator from James Campbell Company, October 2, 2007

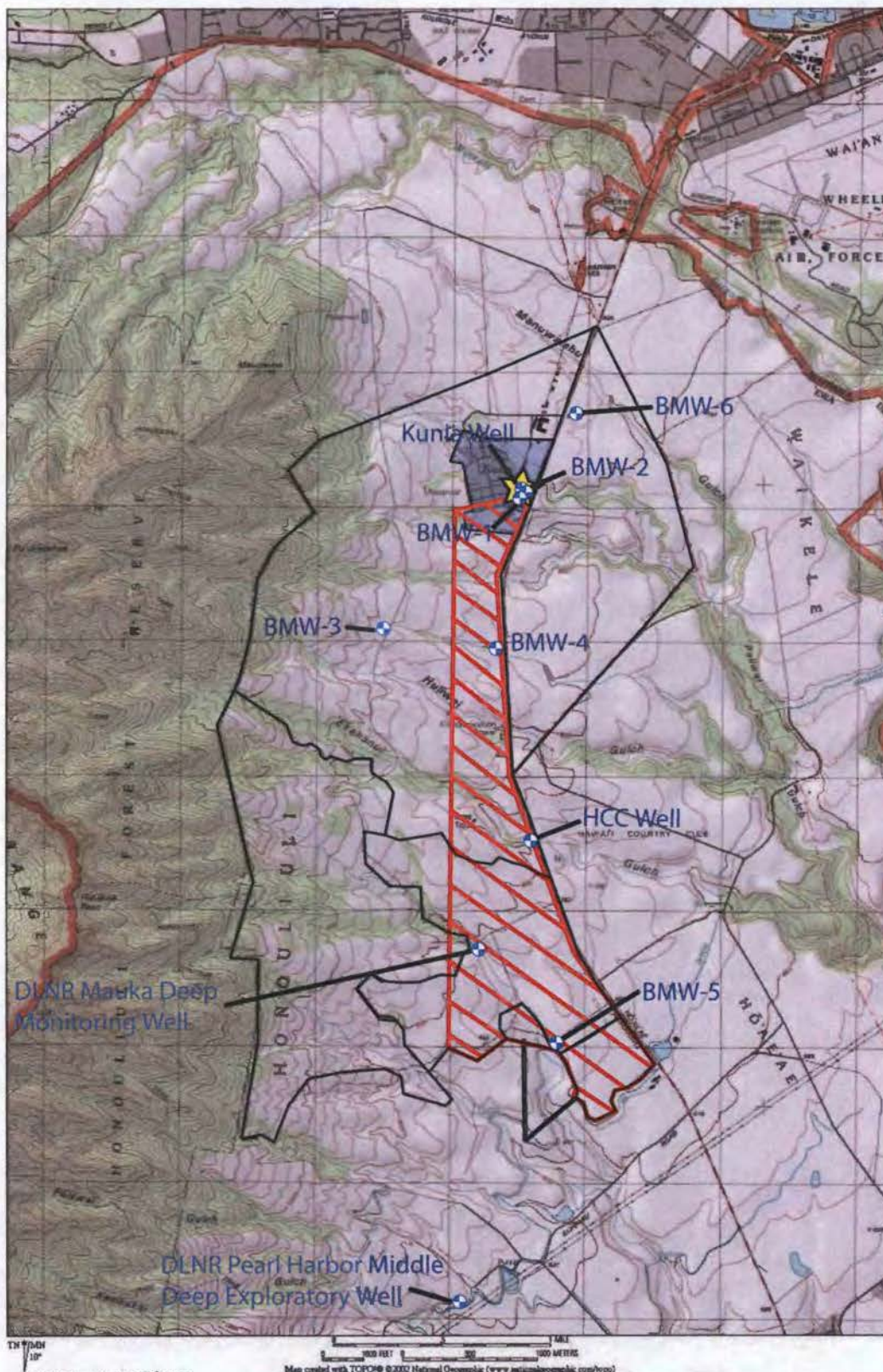
#### Site Plan

Del Monte/Kunia






Figure 2





#### EXPLANATION

-  EPA Well Restriction Area
-  Source Area
-  Kunia Village

#### Site Plan and Kunia Village

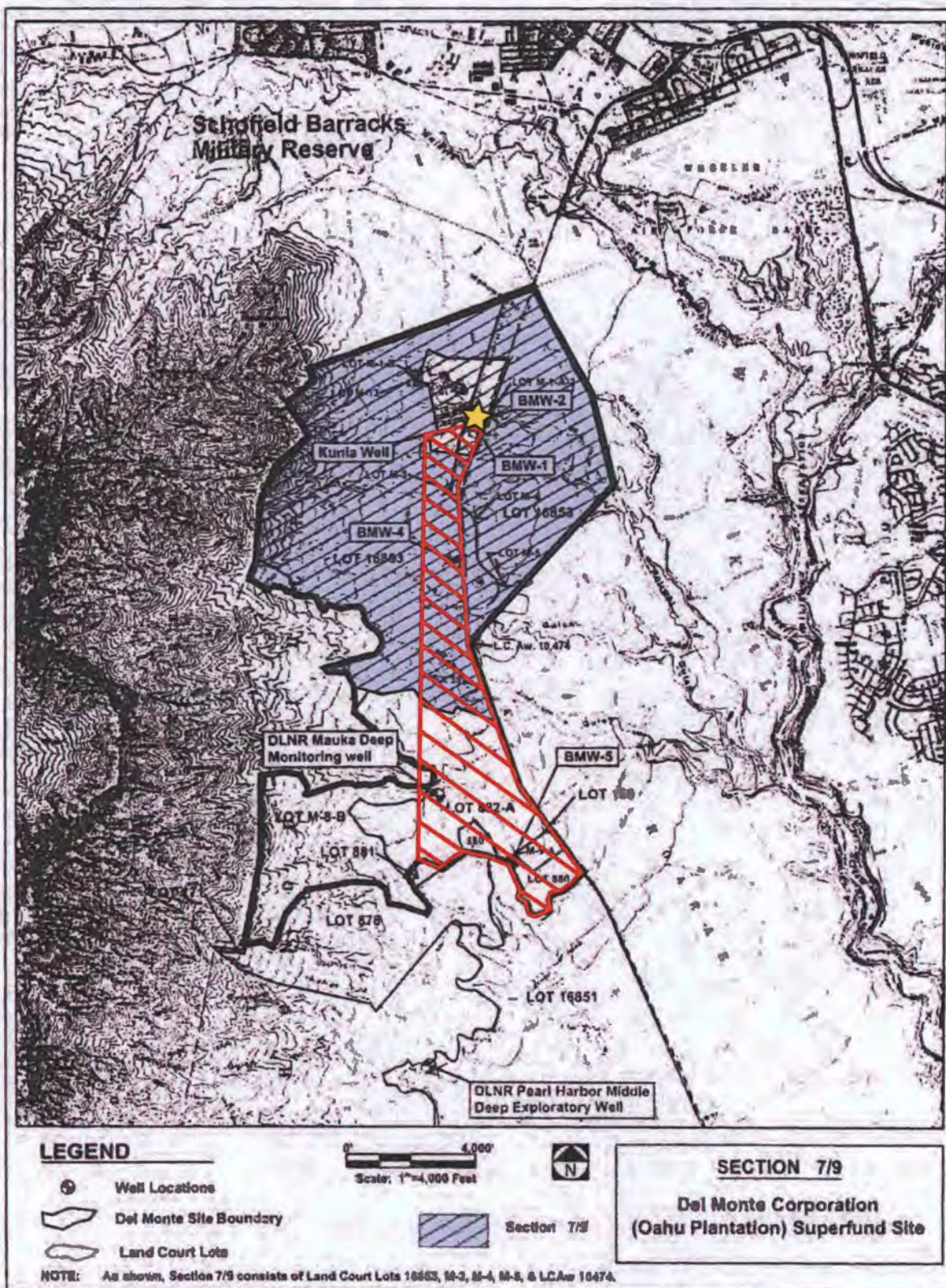
Del Monte/Kunia

Source: Letter to Ms. Janet Rosati, EPA Project Coordinator  
from James Campbell Company, October 2, 2007



Figure 3



 EPA Well Restriction Area

### Source Area

Source: Letter to Ms. Janet Rosati, EPA Project Coordinator  
from James Campbell Company, December 3, 2008

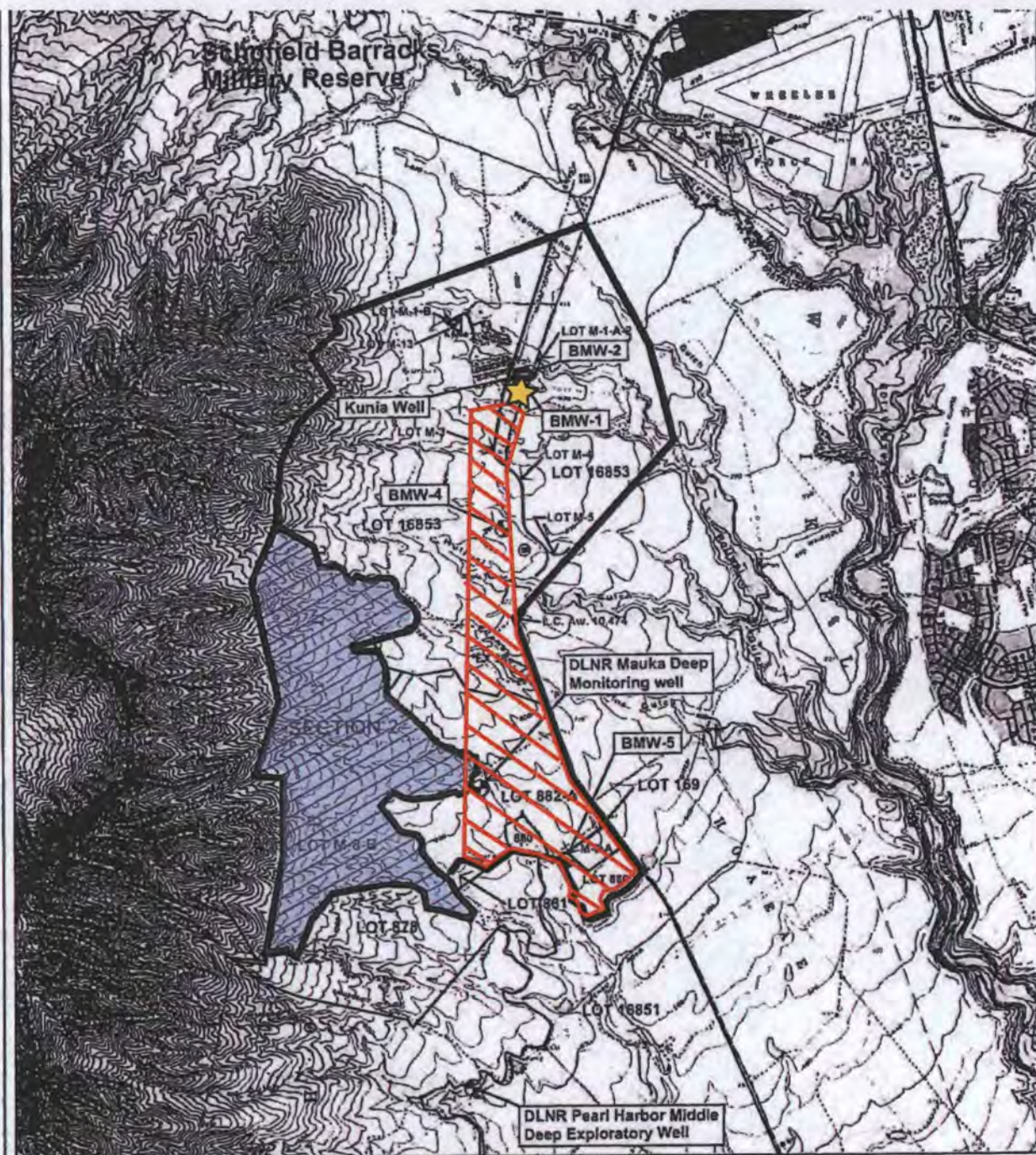
### Site Plan and Sections 7 and 9

Del Monte/Kunia



Figure 4





# LEGEND

- Well Locations
- Del Monte Site Boundary
- Land Court Lots

Scale: 1"=4,000 Feet



Section 2

## SECTION 2

Del Monte Corporation  
(Oahu Plantation) Superfund Site

## EXPLANATION

- EPA Well Restriction Area
- Source Area

Site Plan  
and Section 2

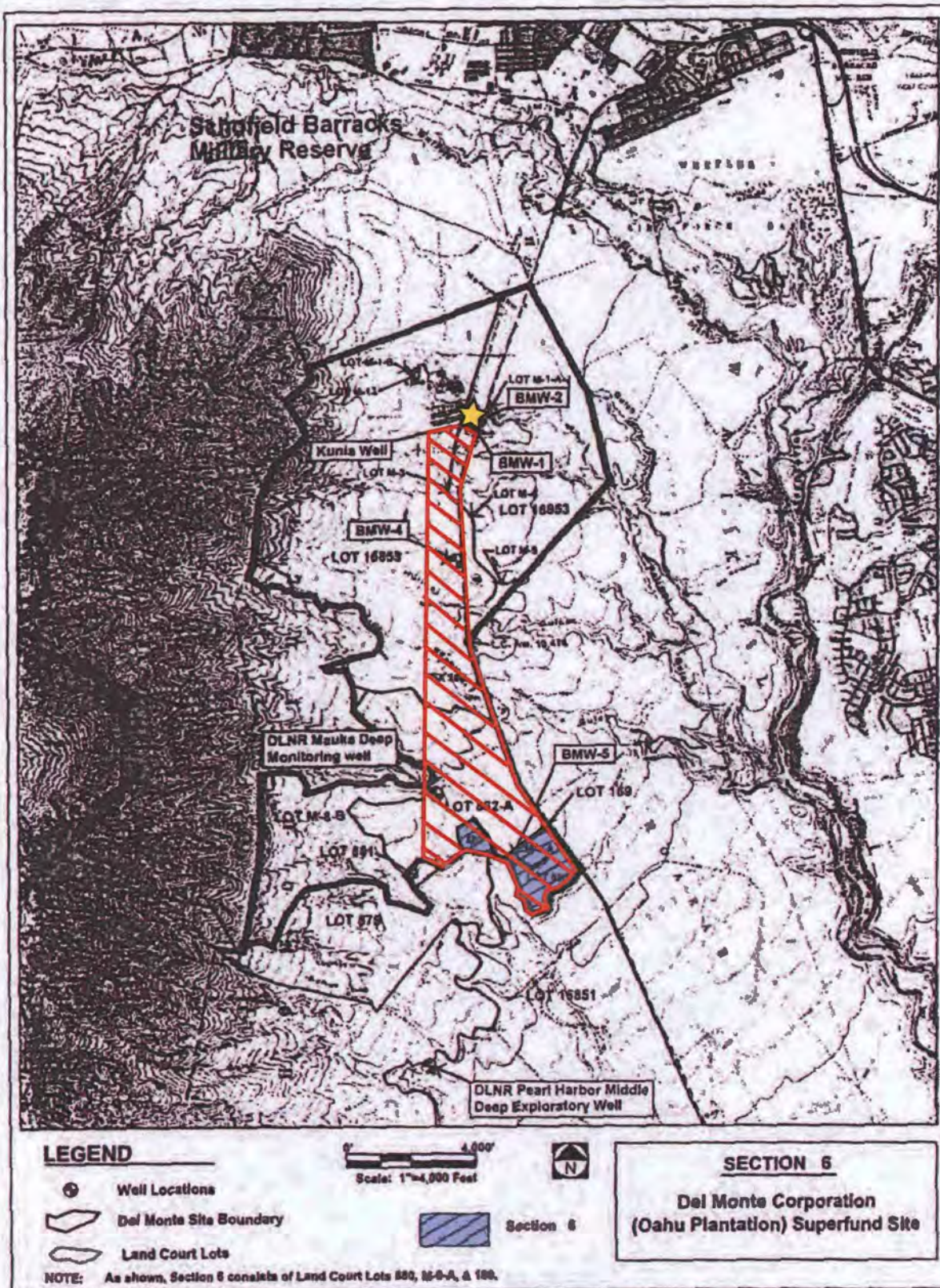
Del Monte/Kunia

Source: Letter to Ms. Janet Rosati, EPA Project Coordinator  
from James Campbell Company, September 15, 2008



Figure 5





**EXPLANATION**

- EPA Well Restriction Area
- Source Area

Site Plan  
and Section 6

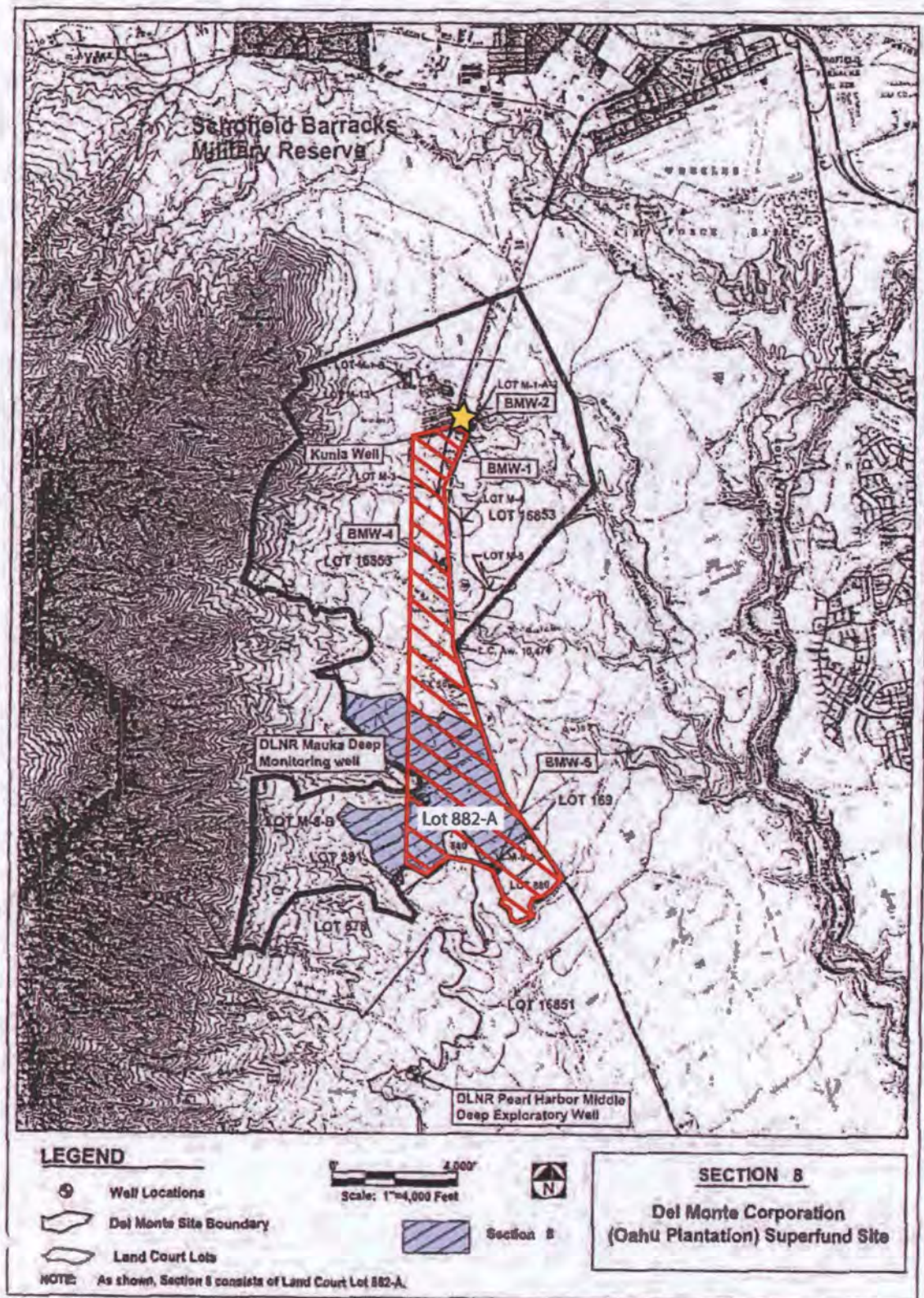
Del Monte/Kunia

Source: Letter to Ms. Janet Rosati, EPA Project Coordinator  
from James Campbell Company, September 15, 2008



Figure 6





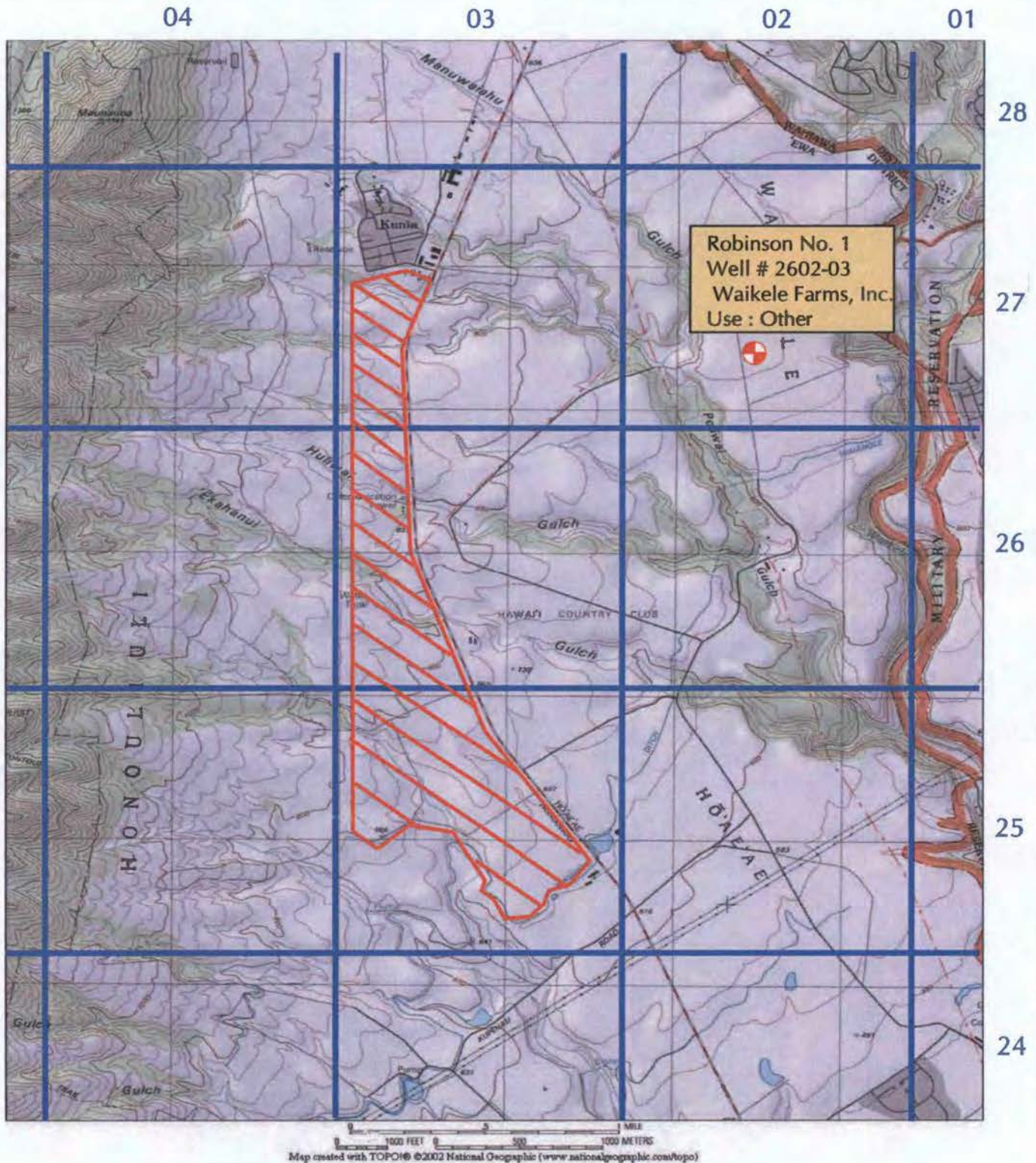
Site Plan  
and Section 8  
Del Monte/Kunia

Source: Letter to Ms. Janet Rosati, EPA Project Coordinator  
from James Campbell Company, October 2, 2007



Figure 7





#### EXPLANATION



EPA Well Restriction Area



Existing Well Location

#### Well Restriction Area and DLNR Well Number Quadrants

Del Monte/Kunia



Figure 8



ARCADIS

**Appendix A**

Conveyance of Property Titles  
Correspondence and Documents



*JAMES CAMPBELL COMPANY LLC*

December 4, 2009

Ms. Judy Huang  
EPA Project Coordinator  
U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

Dear Ms. Huang:

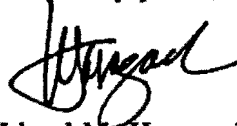
**James Campbell Company LLC;  
Institutional Controls Consent Decree for the Del Monte Superfund Site;  
Civil Action No.: CV-07-00308**

By letter dated March 18, 2008 (copy attached), David Franzel advised Janet Rosati of the pending disposition of Kunia Village, being a portion of the Del Monte Superfund Site as shown on the map attached to that letter. In that letter, Mr. Franzel identified the purchaser as Hawaii Agriculture Research Center, and identified the contact person as Ms. Stephanie A. Whalen.

This is to advise you that this transaction has now closed, and I am enclosing for your records a copy of the Limited Warranty Deed that conveyed JCCLLC's interest in Kunia Village to Hawaii Agriculture Research Center, which has the same contact person, but a different address (P. O. Box 100, Kunia, HI 96759).

Thank you for your attention to this matter. Please give me a call if you have any questions.

Very truly yours,



Lloyd M. Haraguchi  
Senior Asset Manager, Hawaii Land  
Management

jo:00032500/K11072

Enclosures

cc: Director, Superfund Division, United States Environmental Protection Agency (w/encl.)  
Craig Bloomgarden, Esq. (w/encl.)  
Eric A. James, Esq. (w/encl.)  
Stephanie Whalen (w/encl.)  
Jonathan Durrett, Esq. (w/encl.)





March 18, 2008

Ms. Janet Rosati  
EPA Project Coordinator  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

Re: James Campbell Company LLC;  
Institutional Controls Consent Decree for the Del Monte Superfund Site;  
Civil Action No. CV-07-00308

Dear Janet:

Pursuant to Paragraph 7 of the above-referenced Consent Decree, this is to provide EPA with at least thirty (30) days advance written notice of a proposed conveyance by James Campbell Company LLC ("JCCLLC") of title in property located within the Del Monte Superfund Site ("Site").

The property in question is Kunia Village, the area within the Superfund site shown crosshatched on the attached map.

The name and address of the prospective purchaser is Hawaii Agricultural Research Center, 99-193 Aiea Heights Drive, Suite 300, Aiea, Hawaii 96701-3911, Attention: Stephanie A. Whalen.

JCCLLC provided the prospective purchaser with a copy of the above-referenced Consent Decree and each applicable Declaration of Environmental Restrictions on or about November 29, 2007.

JCCLLC will advise EPA in writing if and when this transaction closes.

Very truly yours,

A handwritten signature in black ink, appearing to read 'David H. Franzel', is written over a horizontal line.

David H. Franzel  
Legal Counsel

jo:00032500/K11035

Attachment

cc: Director, Superfund Division, United States Environmental Protection Agency  
Craig Bloomgarden, Esq.  
Eric A. James, Esq.  
Lloyd Haraguchi  
Jonathan Durrett, Esq.









L-254 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED  
NOV 17, 2009 08:01 AM

Doc No(s) 3916314  
on Cert(s) 892,320

issuance of Cert(s) 984,710



20 1/2 27

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR  
CONVEYANCE TAX: \$12500.00

LAND COURT

REGULAR SYSTEM

Return By Mail ☒ Pick-Up ☐ To:

CARLSMITH BALL LLP  
ASB Tower Suite 2200  
1001 Bishop Street  
Honolulu, Hawaii 96813  
Attention: Rodd H. Yano  
Telephone: 808.623.2500  
TG Escrow No. A7-101-8306

TGOH 200756271 <sup>23</sup>  
TGSS A7-101-6305  
BARBARA PAULO

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

PARTIES TO DOCUMENT:

GRANTOR: JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company

GRANTEE: HAWAII AGRICULTURE RESEARCH CENTER, a Hawaii nonprofit corporation  
P.O. Box 100  
Kula, Hawaii 96759

TAX MAP KEY(S): (Oahu) 9-2-006-023

Certificate of Title No. 892,320

(This document consists of 15 pages.)



**LIMITED WARRANTY DEED  
WITH COVENANTS AND RESERVATION OF RIGHTS**

**KNOW ALL MEN BY THESE PRESENTS:**

That **JAMES CAMPBELL COMPANY LLC**, a Delaware limited liability company (the "Grantor"), whose address is the James Campbell Building, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable consideration previously paid to Grantor by **HAWAII AGRICULTURE RESEARCH CENTER**, a Hawaii nonprofit corporation (the "Grantee"), whose address is P.O. Box 100, Kunia, Hawaii 96759, the receipt and sufficiency of which is hereby acknowledged by the Grantor, and upon and subject to the covenants and conditions herein set forth, **DOES HEREBY GRANT, BARGAIN, SELL, and CONVEY** unto Grantee, its successors and assigns, forever, those certain parcels of real estate (the "**Property**") situated at Honolulu, District of Ewa, City and County of Honolulu, State of Hawaii, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, subject to the reservations and encumbrances herein and in Exhibit A attached hereto, **AND SUBJECT ALSO TO THE FOLLOWING COVENANTS, RESERVATIONS, AND AGREEMENTS THAT RUN WITH THE LAND:**

1. Use. With regard to the residential units in existence on the Property, commencing no later than June 30, 2010, and continuing thereafter in perpetuity, a minimum of ninety (90) and up to one hundred and fifteen (115) of such residential units shall be used for affordable rental housing, for households with incomes up to and including one hundred twenty percent (120%) of median income.

2. Drainage. Grantor hereby reserves the right to have natural or existing surface runoff of water from lands upslope from or adjacent to the Property flow through the Property towards more downslope lands. Grantee shall develop the Property so as to accept such drainage from the benefited upslope lands and to avoid any damage to adjoining lands from water runoff, and if required by applicable government authority, Grantee shall construct any drainage structure necessary to accept such upslope surface runoff and/or to prevent such damage.

3. Declaration of Water Allocation and Easements. Grantor hereby excepts and reserves unto itself, its grantees, its successors and assigns, the rights as Declarant under that certain Declaration of Water Allocation and Easements dated December 13, 2007, made by Grantor, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3694441, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2007-219110, as may be modified and amended from time to time (the "**Water Declaration**").

As long as the Water Declaration remains in effect:

a. Grantee acknowledges and agrees for itself and its successors and assigns that Grantee shall not have any right (i) to obtain or hold any governmental licenses, permits and/or approvals to withdraw water from Kunia Well No. 1 (State Well Nos. 2703-01 and 02) located on the Property; (ii) to withdraw water from Kunia Well No. 1 (State Well Nos. 2703-



01 and 02); and (iii) to any improvements on the Property which comprise the Water Delivery System, as such term is defined in the Water Declaration.

b. Grantee further acknowledges and agrees for itself and its successors and assigns that in accordance with paragraph 2.3 (Licenses, Permits and Approvals) of the Water Declaration, Grantor, as the Declarant thereunder, may accept treated water from Kunia Well No. 1 (State Well Nos. 2703-01 and 02) and deliver such treated water into the Water Delivery System. For the purpose of delivering such treated water from Kunia Well No. 1 (State Well Nos. 2703-01 and 02) to the reservoir which is a part of the Water Delivery System, Grantor hereby excepts and reserves unto itself and the Association, as defined under the Water Declaration, the right, at the expense of Grantor, the Association and/or others: (i) to create easement(s) over a portion of the Property in location(s) mutually agreed upon in writing by Grantor and Grantee, by designating the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii; (ii) to construct, reconstruct, install, reinstall, use, operate, repair and maintain improvements and other facilities and appurtenances within the easement areas together with the right to collect any rents, issues, profits, revenues and benefits arising from such improvements and other facilities and appurtenances; (iii) of ingress and egress to and from the easement areas through portions of the Property immediately adjacent to and above the easement areas for the purposes enumerated herein; (iv) to subdivide additional easement areas within the easement areas and designate the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii; and (v) to amend the Water Declaration to include the easement areas as an Easement Area under the Water Declaration.

c. Grantee further acknowledges and agrees that in accordance with paragraph 3.1 (Non-Exclusive Easement) and Section 3.3 (Right to Relocate Easements) of the Water Allocation Declaration, Grantor reserves the right to relocate any Easement Areas, as such term is defined in the Water Declaration, on the Property to other locations within the Property as may be agreed upon by Grantor and Grantee in writing from time to time.

#### 4. EPA Requirements.

a. Grantor's Reservations. Grantor hereby reserves the right to establish and maintain institutional controls over all or a portion of the Property, in form and content acceptable to the United States Environmental Protection Agency (the "EPA"), without the joinder or consent of the then owner of the Property, should such institutional controls be required at any time after this deed is filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

b. Form and Priority of Effectuating Documentation. The form and content of any such institutional controls shall be as required by the EPA, and could be in the form of an amendment to this deed, or could be in the form of a declaration of covenants, conditions and restrictions made by either or both of the EPA and Grantor or its successors or assigns under this reservation. Grantee, for itself and on behalf of its successors in interest and assigns, does hereby acknowledge and agree that in any and all cases, the instrument or instruments entered into to effectuate these reservations and to effectuate the imposition of institutional controls acceptable to the EPA as encumbrances running with the land and binding all or a portion of the Property shall be prior in right and superior in title to any and all rights granted to Grantee, to Grantee's successors in interest and to Grantee's assigns under this



deed, notwithstanding the fact that the instrument or instruments filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii to effectuate the imposition of institutional controls will be filed in Office of the Assistant Registrar of the Land Court of the State of Hawaii after the filing of this deed in said Office of the Assistant Registrar of the Land Court. By taking title to all or to any portion of the Property, Grantee, and each successor title holder of all or any portion of the Property does hereby agree to execute, join in and consent to any instrument or instruments entered into to effectuate these reservations and to effectuate the imposition of institutional controls acceptable to the EPA, and to subordinate the rights of such title holder to the rights of the EPA and to the rights of Grantor, and to the rights of Grantor's successors and assigns with respect to such institutional controls, all as determined by Grantor, its successors and assigns, each as applicable, in their respective sole and absolute discretion, and the taking of such title to all or to any portion of the Property shall constitute an appointment by the person taking title to Grantor, to its successors and assigns, each as applicable, as the true and lawful attorney-in-fact of such person to execute, acknowledge, deliver and record any and all such instruments. Such power of attorney shall be coupled with an interest and irrevocable, and shall not be affected by the disability of the person making such power of attorney. Grantor, its successors and assigns, each as applicable, will reimburse Grantee, its successors in interest and assigns, each as applicable, for reasonable out of pocket third party costs incurred to execute any such joinder, consent or subordination.

If Grantee: (i) seeks a modification of the restrictions set forth in the declaration(s) of covenants, conditions and restrictions as to the Property including a modification to the boundaries of the Del Monte Superfund Site, as determined by the EPA from time to time; or (ii) seeks to object to any modification of the boundaries of the Del Monte Superfund Site or addition to such restrictions determined by EPA to be necessary under the Institutional Controls Consent Decree (as defined below), then Grantee may request that Grantor requests such a modification from the EPA (or object to such modification proposed by the EPA) pursuant to Grantor's rights under Section VIII (Modification of Institutional Controls) of the Institutional Controls Consent Decree. If Grantor, in its sole discretion, decides to seek such a modification from EPA (or to object to such a modification proposed by EPA), then Grantee shall pay all costs and expenses incurred by Grantor in requesting such modification from the EPA (or making such objection to EPA) and shall provide to Grantor financial assurances satisfactory to Grantor, in its sole discretion, that Grantee has sufficient funds available to pay for such costs and expenses. Notwithstanding the foregoing, at any time after the recordation in Land Court of the Declaration of Environmental Restrictions (Source Area) (attached as an exhibit to the Institutional Controls Consent Decree), if Grantee then owns all of the Source Area (as defined in the Institutional Controls Consent Decree), and if Grantee requests a reduction in the boundary of the Source Area, then if Grantor decides, in the reasonable exercise of its discretion, that it is reasonable to seek such a modification from EPA, then Grantee shall pay all costs and expenses incurred by Grantor in requesting such modification from EPA, and shall provide to Grantor financial assurances reasonably satisfactory to Grantor that Grantee has sufficient funds available to pay such costs and expenses. Nothing contained herein shall be deemed or construed as a guarantee by Grantor that the EPA will approve such modification (or agree to such objection). For purposes of this deed, the "Institutional Controls Consent Decree" shall refer to a Consent Decree between the United States of America and Grantor that Grantor has entered into with the EPA as it relates to the Del Monte Superfund Site.



5. Waterline Easements for Kunia Well No. 1. As long as the Water Declaration remains in effect, Grantor hereby excepts and reserves unto itself, its grantees, its successors and assigns the exclusive right to grant water line easements over, along, upon, under and through the Property, in locations mutually agreed upon by Grantor and Grantee, to connect to Kunia Well No. 1 (State Well Nos. 2703-01 and 02) located on the Property. Any other provision herein notwithstanding, and in addition to any other reservations set forth herein, the foregoing reservation of easements will be subject to the right of Grantee from time to time to realign or relocate any waterline easements granted pursuant to this reservation, at Grantee's own cost (including, without limitation, all costs to realign or relocate Grantor's improvements, if any, within the easement areas), as development or use of the surrounding lands may require, provided that upon completion of such realignment or relocation, Grantee shall enter into a grant of easement with Grantor for such realigned or relocated easement areas.

6. Participation Upon Sale of Property. If at any time within ten (10) years after the Conveyance Date, Grantee sells, assigns or otherwise transfers, directly or indirectly, in one or more transactions, its fee simple interest in the Property (a "Disposition") to any person or entity, other than a wholly owned subsidiary of Grantee, then Grantor shall be entitled to receive at the closing of such Disposition, one hundred percent (100%) of any consideration paid to, or received by Grantee in connection with such Disposition, over and above One Dollar (US \$1.00). The foregoing provision shall not apply to any Disposition to a wholly owned subsidiary of Grantee, but shall apply to any subsequent Disposition by such subsidiary.

7. Housing Credits. Grantor hereby excepts and reserves unto itself, its grantees, its successors and assigns the sole and exclusive right to receive any and all housing credits that may be issued by the City and County of Honolulu from time to time as a result of the use of the existing residential units on the Property as affordable rental housing as required by Grantor under paragraph 1 (Use), above. Grantee covenants and agrees to certify annually to Grantor and to the City and County of Honolulu that a minimum of ninety (90) residential units on the Property are being used for affordable rental housing, for households with incomes up to and including one hundred twenty percent (120%) of median income, as required by said paragraph 1.

8. Release of Terms and Conditions. Grantor, its successors and assigns, shall have the unilateral right, in their respective sole discretion, to release all or a portion of the reservations, terms, covenants and conditions set forth in paragraph 2 (Drainage), paragraph 3 (Water Declaration), paragraph 4 (EPA Requirements), paragraph 5 (Waterline Easements for Kunia Well No. 1), paragraph 6 (Participation Upon Sale of Property), and paragraph 7 (Housing Credits).

9. Property in "As Is, Where Is" Condition.

a. No Warranties. It is expressly understood and agreed that Grantor has not made any representation or warranty, express or implied, regarding any aspect of the Property including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, suitability, habitability, quality, physical condition and value, and Grantor hereby disclaims any and all liability for any and all such representations and warranties. Grantee agrees that it has examined and investigated the Property prior to the execution of this instrument and that Grantee has relied solely upon such examinations and investigations in



acquiring the Property. Without limiting the generality of the foregoing, Grantee acknowledges that (i) it has made all inspections, investigations and analyses deemed necessary or appropriate to determine compliance by the Property with all environmental or other applicable laws that may apply to the Property, and (ii) Grantor has made no representation or warranty, express or implied, concerning the Property's compliance with environmental or other applicable laws.

b. "As Is" Condition. Grantee acknowledges and agrees that it is acquiring the Property in its "as is, where is" condition, with all faults, if any, and that Grantee has assumed all risks regarding all aspects of the Property, and the condition thereof, including, without limitation: (i) the risk of any physical condition affecting the Property including, without limitation, the existence of any soils conditions, or the existence of archeological or historical conditions on the Property; (ii) the risk of any damage or loss to the Property caused by any means including, without limitation, flood or earthquake; and (iii) the risk of use, zoning, habitability, merchantability or quality of the Property or the suitability of the Property for its present use or future development; and (iv) the activities of Grantor and others on adjacent or other nearby lands.

c. Mutual Release. Grantee expressly releases Grantor, all affiliates of Grantor, the Trustees under the Will and of the Estate of James Campbell, Deceased (the "Estate"), their successors, successors in trust and assigns, from any and all liability and claims that Grantee, its successors and assigns may have against Grantor, such affiliates of Grantor, the Estate, their successors, successors in trust and assigns with regard to: (i) known hazardous materials existing on the Property on or before the Conveyance Date (as defined in paragraph 9.g (Conveyance Date) of which Grantee is actually aware, and (ii) hazardous materials released, leaked, spilled, overflow, discharged or emitted on or from the Property at any time from and after the Conveyance Date, or otherwise resulting from occupancy or operation of the Property by Grantee or by Grantee's agents. Grantee agrees to incorporate such release of Grantor, such affiliates of Grantor, the Estate, their successors, successors in trust and assigns in all subsequent conveyances of all or a portion of the Property. Grantor expressly releases Grantee from any and all liability and claims that Grantor may have against Grantee, its successors and assigns with regard to any unknown hazardous materials existing on the Property on or before the Conveyance Date of which Grantee is unaware.

d. Indemnity. From and after the Conveyance Date, Grantee shall Indemnify Grantor, all affiliates of Grantor, the Estate, their successors, successors in trust and assigns from and against any and all claims and demands for loss or damage, including claims for personal injury, property damage or wrongful death, arising at any time on or after the Conveyance Date, as a direct or indirect result of or in connection with Hazardous Materials caused or permitted by Grantee or by Grantee's agents at any time on or after the Conveyance Date to be released, leaked, spilled, overflow, discharged or emitted on or from the Property, or otherwise resulting from occupancy or operation of the Property by Grantee or by Grantee's agents. Grantee's Indemnity contained in this paragraph 9.d (Indemnity) shall not be construed to apply to clean up of, or any consequential damages related to any contamination resulting from or attributable to: (i) any unknown hazardous materials existing on the Property on or before the Conveyance Date of which Grantee is unaware; or (ii) any hazardous materials migrating, entering or leaching onto, above, or beneath the Property at any time from and after the Conveyance Date from any adjoining or nearby land over which Grantee has no control or in



which Grantee has no ownership interest. Grantee shall bear the burden of proof of establishing that the conditions set forth in the immediately preceding sentence apply, so as to relieve Grantee of its indemnity obligations under this paragraph 9.d (Indemnity).

e. Adjacent Land Use. Grantee acknowledges and agrees for itself, its permitted assigns, transferees, and any other party claiming by, through or under it that: (i) Grantor has entered and may further enter into agreements with others for development and use of other lands owned by or formerly owned by Grantor located adjacent to or near the Property; (ii) such agricultural, developmental, commercial and other activities may involve by way of example and not in limitation thereof, noise, smoke, soot, dust, lights, noxious vapors, odors, and other nuisances of every description arising from or incidental to the activities conducted from time to time on adjacent or other nearby lands, subject only to zoning and other legal restrictions on use; and (iii) Grantee is acquiring the Property subject to all risks associated with the location of the Property. The foregoing shall not prevent Grantee from pursuing all remedies legally available to Grantee in the event of any violation of zoning, any violation of other legal restrictions on use or other violations of law and/or Grantee's legal rights.

f. Government Approvals. Grantee acknowledges that Grantor has not made and makes no representations regarding Grantee's ability to obtain or retain the zoning, governmental approvals or permits necessary to use, occupancy or further development of the Property, including but not limited to Grantee's ability to seek or obtain permits and/or approvals for the operation of any potable water or wastewater systems located on the Property.

g. Conveyance Date. As used herein, the term "Conveyance Date" means the date that this instrument is filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

10. Attorneys' Fees. In the event of a dispute under this instrument, the prevailing party shall be entitled to recover from the losing party all costs including reasonable attorneys' fees.

11. Governing Law. This instrument shall be governed by laws of the State of Hawaii.

12. Perpetuities. If any of the terms, covenants or conditions set forth herein shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

13. Effect of Invalidity. The terms, covenants and conditions set forth herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof, of any such terms, covenants or conditions shall not affect the validity or enforceability of any other provisions hereof.

**TOGETHER WITH** the reversions, remainders, rents, issues and profits thereof, together with all buildings, improvements, tenements, rights, easements, privileges, and appurtenances to the same belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of Grantor both at law and in equity therein and thereto.



**TO HAVE AND TO HOLD** the same unto Grantee, its successors and assigns, forever.

**AND** Grantor, for itself, its successors and assigns, does hereby covenant and agree with Grantee, its successors and assigns, that Grantor has done or suffered no act or thing whereby the Property described in **Exhibit A** is encumbered, except as aforesaid and set forth hereinafter; that the Property described in **Exhibit A** is free and clear of liens and encumbrances made or suffered by Grantor except for the encumbrances contained herein and as set forth in **Exhibit A**, and real property taxes not yet due and payable; and that Grantor will and its successors and assigns shall **WARRANT AND DEFEND** the same unto Grantee, its successors and assigns, forever, against the loss or claims and demands of all persons claiming by, through or under Grantor except as aforesaid.

**AND** Grantee does hereby covenant to and with Grantor for the benefit of Grantor and its successors and assigns, that Grantee will observe and comply with all of the terms, covenants, conditions and restrictions set forth in: (i) any declaration of covenants or deed of record with respect to the Property, as the same exist or may hereafter be amended from time to time in accordance with law and the terms of such declaration(s) of covenants or deed(s) and (ii) any instrument or instruments entered into to effectuate the imposition of institutional controls acceptable to the United States Environmental Protection Agency under paragraph 4 (EPA Requirements), on the part of Grantee to be observed and performed, as and when required to do so, and will indemnify Grantor from and against any failure to observe and comply with any such terms, covenants, conditions and restrictions.

The terms "Grantor" and "Grantee" wherever herein used shall be held to mean and include Grantor, its successors and assigns, and Grantee, its successors and assigns, and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns.

The term "indemnify" wherever herein used means the protection of a party, by a money payment if necessary, against out-of-pocket loss. The term shall include an obligation by the indemnitor to defend and hold the indemnitee harmless (with counsel reasonably acceptable to the indemnitee) in connection with any claim against which the indemnity operates. The obligation to indemnify shall specifically include, but shall not be limited to payment of (or in the alternative, reimbursement of) all costs and expenses paid by the indemnitee or reasonably anticipated to be incurred by the indemnitee for the indemnitee's defense, including without limitation, reasonable attorneys' fees and costs, and all other consultants' reasonable fees and costs. An indemnity shall also specifically include all costs for research regarding settlement or other preventive measures undertaken by the indemnitee with regard to any such claim, as long as prior written notice is given to the indemnitor regarding such costs; provided, however, that the indemnitee shall have the right to separate counsel (at the expense of the indemnitor) if counsel to the indemnitee provides a written statement indicating that in counsel's view the indemnitee and the indemnitor have potential or actual conflicts of interest.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one



and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts.

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IN WITNESS WHEREOF, the parties have executed these presents as of  
\_\_\_\_\_, 20\_\_.

**Grantee:**

**HAWAII AGRICULTURE RESEARCH CENTER,**  
a Hawaii nonprofit corporation,

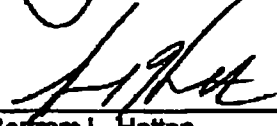
By \_\_\_\_\_  
Name:  
Its

By \_\_\_\_\_  
Name  
Its

**Grantor:**

**JAMES CAMPBELL COMPANY LLC,**  
a Delaware limited liability company

By  \_\_\_\_\_  
Stephen H. MacMillan  
Its President/Chief Executive Officer

By  \_\_\_\_\_  
Bertram L. Hatton  
Its Executive Vice President  
Hawaii Land Management



IN WITNESS WHEREOF, the parties have executed these presents as of  
Nov. 11, 2009

**Grantee:**

**HAWAII AGRICULTURE RESEARCH CENTER,**  
a Hawaii nonprofit corporation,

By Stephanie A. Whalen  
Name: STEPHANIE A. WHALEN  
Its: EXECUTIVE DIRECTOR

By David H. Kula  
Name: DAVID H. KULA  
Its: Controller

**Grantor:**

**JAMES CAMPBELL COMPANY LLC,**  
a Delaware limited liability company

By \_\_\_\_\_  
Stephen H. MacMillan  
Its President/Chief Executive Officer

By \_\_\_\_\_  
Bertram L. Hatton  
Its Executive Vice President  
Hawaii Land Management



STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

ss.

On this 11th day of November, 2009, before me personally appeared Stephen H. MacMillan and Bertram L. Halton, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Lydia L. Hannemann

Notary Public, State of Hawaii

Name: Lydia L. Hannemann

My commission expires: Feb. 11, 2012

**NOTARY CERTIFICATION STATEMENT**

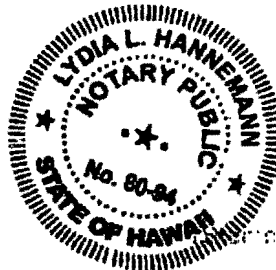
Document Identification or Description: **LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS OF RIGHTS**

Document Date: undated at  
notarization 2009

No. of Pages 14

Jurisdiction (in which notarial act is performed): First Circuit

Lydia L. Hannemann 11/11/2009  
Signature of Notary Date of Notarization and  
Certification Statement



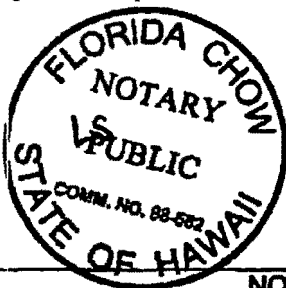
Lydia L. Hannemann  
Printed Name of Notary



STATE OF HAWAII  
City and County of Honolulu

ss.

On this 1<sup>st</sup> day of Nov., 2009, before me personally appeared Stephanie Aluhaka and David H. Kula, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Florida Chow  
Notary Public, State of Hawaii  
Name: Florida Chow  
My commission expires: Nov. 1, 2010

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: **LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS OF RIGHTS**

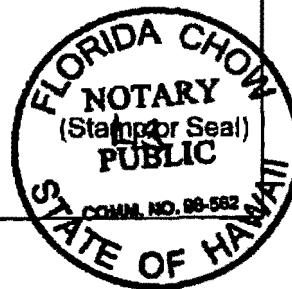
Document Date: Nov. 11, 2009

No. of Pages 14 pages

Jurisdiction (in which notarial act is performed): First Circuit

Florida Chow 11/11/09  
Signature of Notary Date of Notarization and  
Certification Statement

Florida Chow  
Printed Name of Notary





## **EXHIBIT A**

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT 17847** (area 119.088 acres), as shown on Map 1370, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1089) of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 892,320** issued to James Campbell Company LLC, a Delaware limited liability company.

**SUBJECT HOWEVER**, to the following:

1. Easement "24" as shown on Map 9, as set forth by Land Court Order No. 30522, filed March 14, 1938.
2. Grant of Easement dated March 31, 1938, in favor of the State of Hawaii, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 43225, affecting Easement "24".
3. Lease of Right of Way dated October 31, 1957, in favor of Hawaiian Telephone Company, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 211436.
4. Lease of Right of Way dated September 20, 1960, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 268064.
5. Lease of Right of Way dated February 10, 1961, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 271300.
6. Trustees Limited Warranty Deed dated November 1, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and James Campbell Company LLC, a Delaware limited liability company, as grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3505988, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2006-198463.
7. Declaration of Site Access; Joinder (undated), made by James Campbell Company LLC, as Declarant, with joinder and consent of the United States Environmental Protection Agency and Del Monte Fresh Produce (Hawaii), Inc., filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3676945, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2007-193800.
8. Declaration of Environmental Restrictions (Well Restriction Area); Joinder (undated), made by James Campbell Company LLC, as Declarant, with joinder and consent of



the United States Environmental Protection Agency and Del Monte Fresh Produce (Hawaii), Inc., filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3676946, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2007-193801.

9. Declaration of Covenants Regarding Water Allocation and Easements dated December 13, 2007, made by James Campbell Company LLC, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3694441, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2007-219110 as amended and restated by instrument dated August 21, 2008, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3782044, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-133157.

10. Grant of Easement dated September 30, 2009, in favor of The Trust for Public Land, a California nonprofit public benefit corporation, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3903250.

**End of Exhibit A**



*JAMES CAMPBELL COMPANY LLC*

April 15, 2010

Ms. Judy Huang  
EPA Project Coordinator  
U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

**James Campbell Company LLC;  
Institutional Controls Consent Decree for the Del Monte Superfund Site;  
Civil Action No.: CV-07-00308**

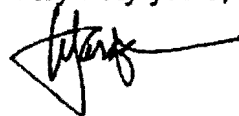
Dear Ms. Huang:

By letter dated September 4, 2009 (copy attached), I advised you of the pending disposition of Kunia Section 2, being a portion of the Del Monte Superfund Site as shown on the map attached to that letter. In that letter, I identified the purchaser as C&C Farmlands LLC. Kunia Loa Ridge Farmlands was the nominee of C&C Farmlands at closing, hence the deed was to them.

This is to advise you that this transaction has now closed, and I am enclosing for your records a copy of the Limited Warranty Deed that conveyed JCCLLC's interest in Kunia Section 2 to Kunia Loa Ridge Farmlands, c/o Deborah Lui-Anderson, 1188 Bishop Street, Suite 1201, Honolulu, HI 96813.

Thank you for your attention to this matter. Please give me a call if you have any questions.

Very truly yours,



Lloyd M. Haraguchi  
Senior Asset Manager, Hawaii Land  
Management

jo:00032500/K11081

**Enclosures**

cc: Director, Superfund Division, United States Environmental Protection Agency (w/encl.)  
Craig Bloomgarden, Esq. (w/encl.)  
Mark Murakami, Esq. (w/encl.)  
Dorine Holsey Streeter (w/encl.)  
Deborah Lui-Anderson (w/encl.)  
Jeff Morrell (w/encl.)



*JAMES CAMPBELL COMPANY LLC*

September 4, 2009

Ms. Judy Huang  
EPA Project Coordinator  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

Re: James Campbell Company LLC;  
Institutional Controls Consent Decree for the Del Monte Superfund Site;  
Civil Action No. CV-07-00308

Dear Ms. Huang:

Pursuant to Paragraph 7 of the above-referenced Consent Decree, this is to provide EPA with at least thirty (30) days advance written notice of a proposed conveyance by James Campbell Company LLC ("JCCLLC") of title in property located within the Del Monte Superfund Site ("Site").


The property in question is Section 2, the area within the Superfund site shown crosshatched on the attached map.

The name and address of the prospective purchaser is C&C Farmlands LLC, 99-128 Aiea Heights Drive, Suite 605B, Aiea, HI 96701.

JCCLLC provided the prospective purchaser with a copy of the above-referenced Consent Decree and each applicable Declaration of Environmental Restrictions on or about August 11, 2009.

JCCLLC will advise EPA in writing if and when this transaction closes.

Very truly yours,



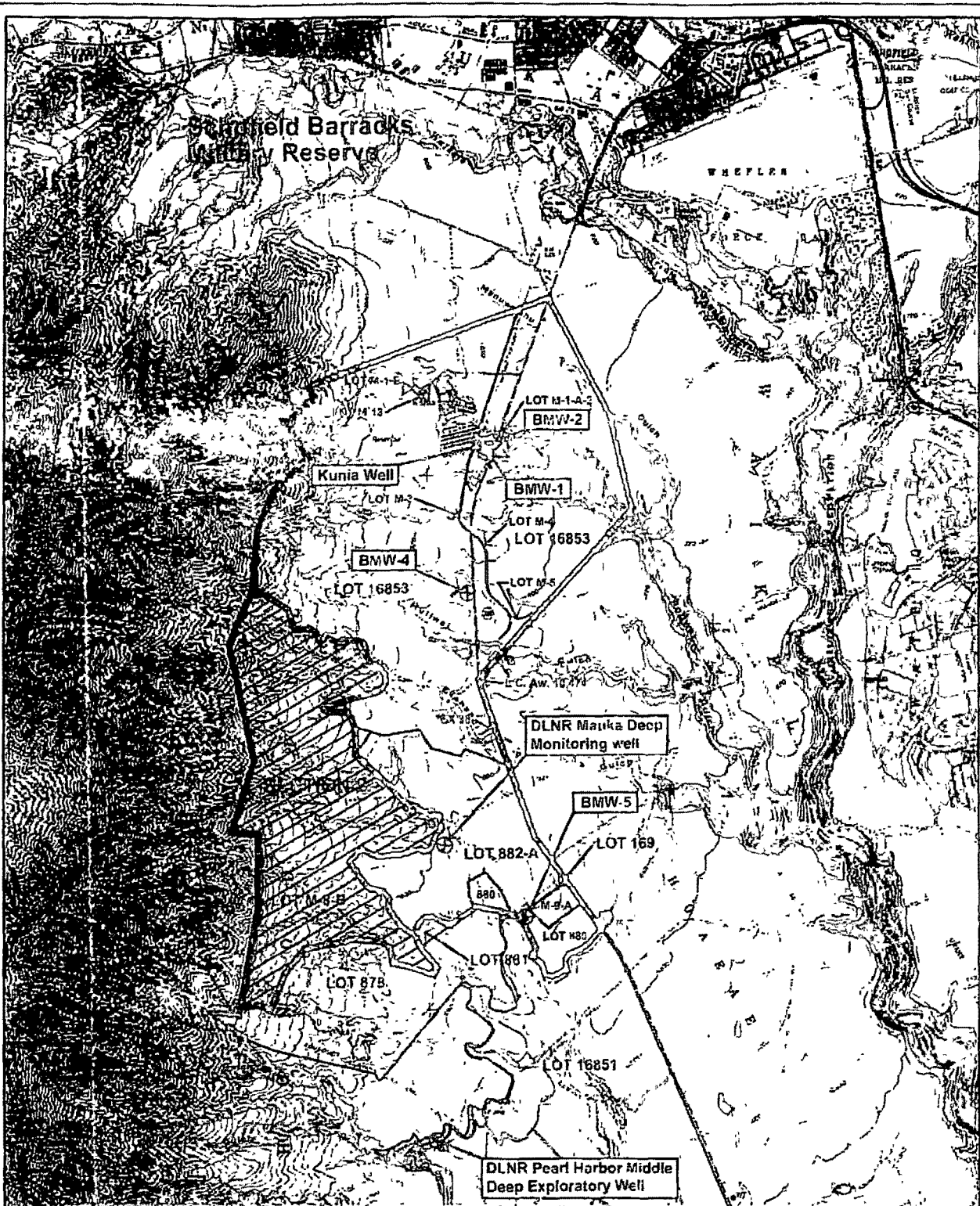
Lloyd M. Haraguchi  
Senior Asset Manager

JO 00032500/K11069

Attachment

cc: Director, Superfund Division, United States Environmental Protection Agency  
Janet Rosati  
Craig Bloomgarden, Esq.  
Mark Murakami, Esq.  
Bert Hatton  
Deborah Lui-Anderson  
Jeff Morrell





# **LEGEND**

- Well Locations
- Del Monte Site Boundary
- Land Court Lots

0 4,000'  
Scale 1"=4,000 Feet



Section 2

## **SECTION 2**

**Del Monte Corporation  
(Oahu Plantation) Superfund Site**





L-145 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

MAR 17, 2010 08:01 AM

Doc No(s) 3948038

on Cert(s) 830,900

Issuance of Cert(s) 975,762



20 1/16 Z4

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR  
CONVEYANCE TAX: \$69570.00

LAND COURT

REGULAR SYSTEM

Return By Mail ☒ Pick-Up ☐ To:

CARLSMITH BALL LLP  
2200 ASB Tower  
1001 Bishop Street  
Honolulu, Hawaii 96813  
Attention: Mark K. Murakami  
Telephone: 808.523.2561  
TG Escrow No. A9-101-3467

TGOH 200935482 -S  
TGES A9-101-3467  
BARBARA PAULO

LC ①

TITLE OF DOCUMENT:

**LIMITED WARRANTY DEED WITH COVENANTS, RESERVATION OF RIGHTS AND  
AGREEMENTS**

PARTIES TO DOCUMENT:

**GRANTOR:** JAMES CAMPBELL COMPANY LLC, a Delaware limited liability  
company

**GRANTEE:** KUNIA LOA RIDGE FARMLANDS, a Hawaii nonprofit corporation  
1188 Bishop Street, Suite 1201, Honolulu, Hawaii 96813

**TAX MAP KEY(S):** (Oahu) 9-2-004-013  
Certificate of Title No. 830,900

(This document consists of <sup>14</sup>15 pages.)



**LIMITED WARRANTY DEED WITH COVENANTS, RESERVATION OF RIGHTS AND AGREEMENTS**

**KNOW ALL MEN BY THESE PRESENTS:**

That as of March 17, 2010, **JAMES CAMPBELL COMPANY LLC**, a Delaware limited liability company (the "**Grantor**"), whose address is the James Campbell Building, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration previously paid to Grantor by **KUNIA LOA RIDGE FARMLANDS**, a Hawaii nonprofit corporation (the "**Grantee**"), whose address is 1188 Bishop Street, Suite 1201, Honolulu, Hawaii 96813, the receipt and sufficiency of which is hereby acknowledged by the Grantor, and upon and subject to the covenants and conditions herein set forth, **DOES HEREBY GRANT, BARGAIN, SELL, and CONVEY** unto Grantee, its successors and assigns, forever, that certain parcel of real estate (the "**Property**") situated at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, subject to the reservations and encumbrances herein and in **Exhibit A** attached hereto, **AND SUBJECT ALSO TO THE FOLLOWING COVENANTS, RESERVATION OF RIGHTS AND AGREEMENTS:**

1. Reservation of Public Trail Access and Other Rights.

a. Generally. Grantor hereby reserves unto itself, and unto its successors and assigns the right, at their respective own cost, to create an access easement for recreational purposes for (i) an easement for vehicular and pedestrian access over **Easement "49"** (Map 10) of Land Court Application No. 1069 and over any replacement or relocated access easement through the Property in the general location of **Easement "49"**, and (ii) an easement for a parking area adjacent to or near to **Easement "49"** and the boundary between the Property and Lot 18717 (Map 1468) of Land Court Application No. 1069 (the "**parking easement area**") (collectively, **Easement "49"** (and any replacement or relocated access easement through the Property in the general location of **Easement "49"**) and the parking easement area shall be referred to as the "**easement areas**"). The approximate location of the parking easement area is shown on **Exhibit B** attached hereto and incorporated herein by this reference.

b. Subdivision and Grants of Easement. Grantor hereby reserves unto itself, and unto its successors and assigns the right, at their respective own cost, to (i) obtain subdivision approval from all applicable governmental authorities, including, as applicable, the Board of Land and Natural Resources of the State of Hawaii, the Department of Planning and Permitting of the City and County of Honolulu, and the Land Court of the State of Hawaii, for the designation of the parking easement area as an easement of record in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and (ii) thereafter grant one or more grants of easement to the Department of Land and Natural Resources of the State of Hawaii for recreational use of the easement areas, on terms and conditions acceptable to the Department of Land and Natural Resources of the State of Hawaii at that time; provided, however, that it is intended that these grants of easement will provide that the easement areas will be maintained by the Department of Land and Natural Resources, and that the landowners of the land through which the easement areas cross will have the protection of applicable laws



regarding recreational access, such as HRS Chapter 520 (Landowners' Liability), and (iii) such other rights in and to the easement areas consistent with the intent and purpose hereunder. By accepting title to the land through which the easement areas cross, Grantee, on behalf of itself, and its successors and assigns, does hereby agree to cooperate with Grantor, and with its successors and assigns, to effectuate such subdivisions, and shall execute such documentation, as may from time to time be necessary to subdivide and designate the parking easement area.

c. Private Waterline Easement. Grantor has entered into that certain Grant of Private Waterline Easement dated September 3, 2008, in favor of Syngenta Hawaii, LLC, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3785842 (the "Grant of Private Waterline Easement") which encumbers the Property. Paragraph 22 (Designation of Land Court Easement) of the Grant of Private Waterline Easement requires that the Grantor named therein, as owner of the Property, designate the easement area described therein as a Land Court easement, and to thereafter amend and restate the Grant of Private Waterline Easement to incorporate therein such new legal description. This has not occurred. Therefore, Grantor hereby reserves unto itself, and unto its successors and assigns the right, at their respective own cost, to (i) obtain subdivision approval from all applicable governmental authorities, including, as applicable, the Department of Planning and Permitting of the City and County of Honolulu, and the Land Court of the State of Hawaii, for the designation of the easement area graphically described in the Grant of Private Waterline Easement as an easement of record in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and (ii) thereafter amend and restate the Grant of Private Waterline Easement with the grantee thereunder, and to have such amended and restated grant of easement filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. Grantee, on behalf of itself and its successors and assigns agrees to join in and consent to such amended and restated grant of easement if requested to do so by Grantor, its successors or assigns or by the grantee under the Grant of Private Waterline Easement.

d. No Joinder or Consent. Grantor, its successors and assigns may exercise all of the rights reserved under this paragraph 1 (Reservation of Public Trail Access and Other Rights) without the consent or joinder of any other person.

2. Release of Terms and Conditions. Grantor, on behalf of itself and its successors and assigns, as applicable, does hereby agree to release the reservations set forth in paragraph 1 (Reservation of Public Trail Access and Other Rights), at such time as such reservations are no longer necessary.

3. Property In "As Is, Where Is" Condition.

a. No Warranties. It is expressly understood and agreed that Grantor has not made any representation or warranty, express or implied, regarding any aspect of the Property including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, suitability, habitability, quality, physical condition and value, and Grantor hereby disclaims any and all liability for any and all such representations and warranties. Grantee expressly acknowledges and agrees that the existing fence lines at the Property may not be located on the legal boundaries of the Property, and that Grantor makes no representations or warranties regarding the existence or non-existence of encroachments, if



any, into the Property or out of the Property onto adjacent lands. Grantee agrees that it has examined and investigated the Property prior to the execution of this instrument and that Grantee has relied solely upon such examinations and investigations in acquiring the Property. Without limiting the generality of the foregoing, Grantee acknowledges that (i) it has made all inspections, investigations and analyses deemed necessary or appropriate to determine compliance by the Property with all environmental or other applicable laws that may apply to the Property, and (ii) Grantor has made no representation or warranty, express or implied, concerning the Property's compliance with environmental or other applicable laws.

b. "As Is" Condition. Grantee acknowledges and agrees that it is acquiring the Property in its "as is, where is" condition, with all faults, if any, and that Grantee has assumed all risks regarding all aspects of the Property, and the condition thereof, including, without limitation: (i) the risk of any physical condition affecting the Property including, without limitation, the existence of any soils conditions, or the existence of archeological or historical conditions on the Property; (ii) the risk of any damage or loss to the Property caused by any means including, without limitation, flood or earthquake; and (iii) the risk of use, zoning, habitability, merchantability or quality of the Property or the suitability of the Property for its present use or future development; and (iv) the activities of Grantor and others on adjacent or other nearby lands.

c. Mutual Release. Grantee expressly releases Grantor, its successors and assigns, from any and all liability and claims that Grantee, its successors and assigns may have against Grantor, its successors and assigns with regard to: (i) known hazardous materials existing on the Property on or before the Conveyance Date (as defined in paragraph 3.g (Conveyance Date)) of which Grantee is actually aware, and (ii) hazardous materials released, leaked, spilled, overflow, discharged or emitted on or from the Property at any time from and after the Conveyance Date, or otherwise resulting from occupancy or operation of the Property by Grantee or by Grantee's agents. Grantee agrees to incorporate such release of Grantor, its successors and assigns in all subsequent conveyances of all or a portion of the Property. Grantor expressly releases Grantee from any and all liability and claims that Grantor may have against Grantee, its successors and assigns with regard to any unknown hazardous materials existing on the Property on or before the Conveyance Date of which Grantee is unaware.

d. Indemnity. Grantee shall Indemnify (as this term is defined in paragraph 4 (Indemnity)) Grantor, its successors and assigns from and against any and all claims and demands for loss or damage, including claims for personal injury, property damage or wrongful death, arising at any time on or after the Conveyance Date, as a direct or indirect result of or in connection with hazardous materials caused or permitted by Grantee or by Grantee's agents at any time on or after the Conveyance Date to be released, leaked, spilled, overflow, discharged or emitted on or from the Property, or otherwise resulting from occupancy or operation of the Property by Grantee or by Grantee's agents. Grantee's Indemnity contained in this paragraph 3.d (Indemnity) shall not be construed to apply to clean up of, or any consequential damages related to any contamination resulting from or attributable to: (i) any unknown hazardous materials existing on the Property on or before the Conveyance Date of which Grantee is unaware; or (ii) any hazardous materials migrating, entering or leaching onto, above, or beneath the Property at any time from and after the Conveyance Date from any adjoining or nearby land over which Grantee has no control or in which Grantee has no



ownership interest. Grantee shall bear the burden of proof of establishing that the conditions set forth in the immediately preceding sentence apply, so as to relieve Grantee of its Indemnity obligations under this paragraph 3.d (Indemnity).

e. Adjacent Land Use. Grantee acknowledges and agrees for itself, its permitted assigns, transferees, and any other party claiming by, through or under it that: (i) Grantor has entered and may further enter into agreements with others for development and use of other lands owned by or formerly owned by Grantor located adjacent to or near the Property; (ii) such agricultural, developmental, commercial and other activities may involve by way of example and not in limitation thereof, noise, smoke, soot, dust, lights, noxious vapors, odors, and other nuisances of every description arising from or incidental to the activities conducted from time to time on adjacent or other nearby lands, subject only to zoning and other legal restrictions on use; and (iii) Grantee is acquiring the Property subject to all risks associated with the location of the Property. The foregoing shall not prevent Grantee from pursuing all remedies legally available to Grantee in the event of any violation of zoning or other legal restrictions on use.

f. Government Approvals. Grantee acknowledges that Grantor has made and makes no representations regarding Grantee's ability to obtain or retain the zoning, governmental approvals or permits necessary to use, occupancy or further development of the Property.

g. Conveyance Date. As used herein, the term "**Conveyance Date**" means the date that this instrument is filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

4. Indemnity. In addition to any other Indemnity contained herein running in favor of Grantor, and not in limitation thereof, Grantee shall Indemnify Grantor, its successors and assigns, from and against any and all actions, suits, losses, costs, damages, liabilities or claims thereof, including attorneys' fees, arising out of or in connection with any action or omission by Grantee, Grantee's agents or representatives, or any others claiming by, through or under Grantee, and which relate in any way to this instrument. The foregoing Indemnity shall specifically include by way of example and not in limitation of the foregoing, claims for injury and damage, including personal injury and property damage. As the context requires, as used in this instrument, the term "**Indemnify**" means the protection of a party, by a money payment if necessary, against out-of-pocket loss. The term shall include an obligation by the indemnitor to defend and hold the indemnitee harmless (with counsel reasonably acceptable to the indemnitee) in connection with any claim against which the Indemnity operates. The obligation to Indemnify shall specifically include, but shall not be limited to payment of (or in the alternative, reimbursement of) all costs and expenses paid by the indemnitee or reasonably anticipated to be incurred by the indemnitee for the indemnitee's defense, including without limitation, reasonable attorneys' fees and costs, and all other consultants' reasonable fees and costs. An Indemnity shall also specifically include all costs for research regarding settlement or other preventive measures undertaken by the indemnitee with regard to any such claim.

5. Attorneys' Fees. In the event of a dispute under this instrument, the prevailing party shall be entitled to recover from the losing party all costs including reasonable attorneys' fees.



6. Governing Law. This instrument shall be governed by laws of the State of Hawaii.

7. Perpetuities. If any of the terms, covenants or conditions set forth herein shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

8. Effect of Invalidity. The terms, covenants and conditions set forth herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof, of any such terms, covenants or conditions shall not affect the validity or enforceability of any other provisions hereof.

**TOGETHER WITH** the reversions, remainders, rents, issues and profits thereof, together with all buildings, improvements, tenements, rights, easements, privileges, and appurtenances to the same belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of Grantor both at law and in equity therein and thereto.

**TO HAVE AND TO HOLD** the same unto Grantee, its successors and assigns, forever.

**AND** Grantor, for itself and its successors and assigns, does hereby covenant and agree with Grantee, its successors and assigns, that Grantor has done or suffered no act or thing whereby the Property described in **Exhibit A** is encumbered, except as aforesaid and set forth hereinafter; that the Property described in **Exhibit A** is free and clear of liens and encumbrances made or suffered by Grantor except for the encumbrances contained herein and as set forth in **Exhibit A**, and real property taxes not yet due and payable; and that Grantor will and its successors and assigns shall **WARRANT AND DEFEND** the same unto Grantee, its successors and assigns, forever, against the loss or claims and demands of all persons claiming by, through or under Grantor except as aforesaid.

**AND** Grantee does hereby covenant to and with Grantor for the benefit of Grantor and its successors and assigns, that Grantee will observe and comply with all of the terms, covenants, conditions and restrictions set forth in any declaration of covenants or deed of record with respect to the Property, as the same exist or may hereafter be amended from time to time in accordance with law and the terms of such declaration(s) of covenants or deed(s) on the part of Grantee to be observed and performed, as and when required to do so, and will indemnify Grantor from and against any failure to observe and comply with any such terms, covenants, conditions and restrictions.

The terms "**Grantor**" and "**Grantee**" wherever herein used shall be held to mean and include Grantor, its successors and assigns, and Grantee, its successors and assigns, and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns.



The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts.

[the remainder of this page intentionally left blank]



**IN WITNESS WHEREOF**, the undersigned has executed these presents as of the date first above written.

**Grantor:**

**JAMES CAMPBELL COMPANY LLC**, a  
Delaware limited liability company

By 

Name: Stephen H. MacMillan  
Its: President/Chief Executive Officer

By 

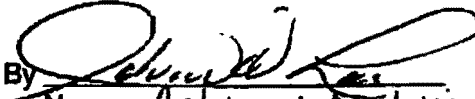
Name: Bertram L. Halton  
Its: Executive Vice President  
Hawai Land Management



IN WITNESS WHEREOF, the undersigned has executed these presents as of the date first above written.

**Grantee:**

**KUNIA LOA RIDGE FARMLANDS**, a Hawaii  
nonprofit corporation

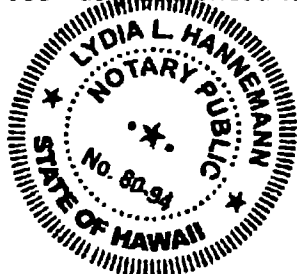
By   
Name: Calvin W. Lui  
Its: President



STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU

ss.

On this 3rd day of March, 2010, before me personally appeared Stephen H. MacMillan and Bertram L. Hatton, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Lydia L. Hannemann  
Notary Public, State of Hawaii  
Name: Lydia L. Hannemann  
My commission expires: February 11, 2012

**NOTARY CERTIFICATION STATEMENT**

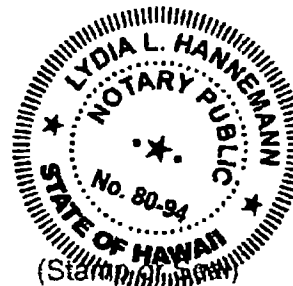
Document Identification or Description: **LIMITED WARRANTY DEED WITH COVENANTS, RESERVATION OF RIGHTS AND AGREEMENTS**

Document Date: undated at time of execution

No. of Pages: 13

Jurisdiction (in which notarial act is performed): First Circuit

Lydia L. Hannemann 3/3/2010  
Signature of Notary Date of Notarization and  
Certification Statement



Lydia L. Hannemann  
Printed Name of Notary

(James Campbell Company LLC)

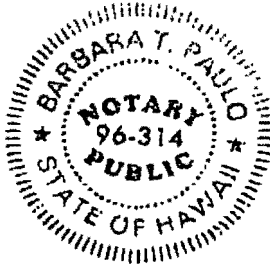


STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS.

On this 9th day of March, 2010, before me personally appeared Calvin W. Lu, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacity.



Barbara T. Paulo

Notary Public, State of Hawaii

Name: Barbara T. Paulo

My commission expires: Expiration Date: June 14, 2012

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: **LIMITED WARRANTY DEED WITH COVENANTS, RESERVATION OF RIGHTS AND AGREEMENTS**

Document Date: undated at time of execution

No. of Pages: 18 / 4

Jurisdiction (In which notarial act is performed): First Circuit

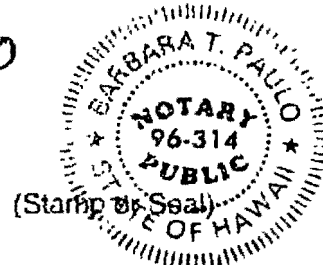
Barbara T. Paulo 3-9-2010

Signature of Notary

Date of Notarization and  
Certification Statement

**Barbara T. Paulo**

Printed Name of Notary



(Kunia Loa Ridge Farmlands)



## **EXHIBIT A**

All of that certain parcel of land situate at Honoulluli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT M-8-B** (area 854.23 acres), as shown on Map 5, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 830,900** issued to James Campbell Company LLC.

**SUBJECT, HOWEVER,** to the following:

1. Easement "49" (40 feet wide), as shown on Map 10, as set forth by Land Court Order No. 4113, filed August 5, 1940, as amended by Land Court Order No. 17969, filed April 1, 1960, to reduce the width from 40 feet to 30 feet, as shown on Map 23.
2. Access rights in favor of Lot 17534, over Easement "49", as set forth by Land Court Order No. 172495, filed October 22, 2007.
3. Trustees Limited Warranty Deed dated November 1, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and James Campbell Company LLC, as grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3505988.
4. Declaration of Site Access: Joinder (undated), made by James Campbell Company LLC, as Declarant, with joinder and consent of the United States Environmental Protection Agency and Del Monte Fresh Produce (Hawaii), Inc., filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3676945.
5. Declaration of Environmental Restrictions (Well Restriction Area); Joinder (undated), made by James Campbell Company LLC, as Declarant, with joinder and consent of the United States Environmental Protection Agency and Del Monte Fresh Produce (Hawaii), Inc., filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3676946.
6. Declaration of Covenants Regarding Water Allocation and Easements dated December 13, 2007, made by James Campbell Company LLC, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3694441, as amended and restated by instrument dated August 21, 2008, filed in said Office of the Assistant Registrar as Document No. 3782044, and as further amended by Instrument dated February 24, 2010, filed in said Office of the Assistant Registrar as Document No. 3942984.
7. Grant of Private Waterline Easement dated September 3, 2008, in favor of Syngenta Hawaii, LLC, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3785842.



8. Grant of Nonexclusive Easement (Access Only) dated December 10, 2008, in favor of Army Hawaii Family Housing LLC, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3812213.

9. Grant of Nonexclusive Easement (Access and Utility Purposes) dated September 30, 2009, in favor of Gill-Olson Joint Venture, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3903239, affecting Easement "49".

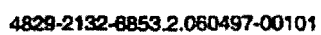
10. Grant of Nonexclusive Easement (Access and Utility Purposes) dated September 30, 2009, in favor of Edmund C. Olson, Trustee of the Edmund C. Olson Trust No. 2 under agreement dated August 21, 1985, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3903245, affecting Easement "49".

11. Grant of Nonexclusive Easement (Access and Utility Purposes) dated September 30, 2009, in favor of The Trust for Public Land, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3903249, affecting Easement "49".

12. Grant of Nonexclusive Easement (Access Only) dated September 30, 2009, in favor of The Trust for Public Land, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3903251.

**END OF EXHIBIT A**



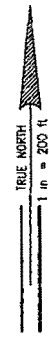
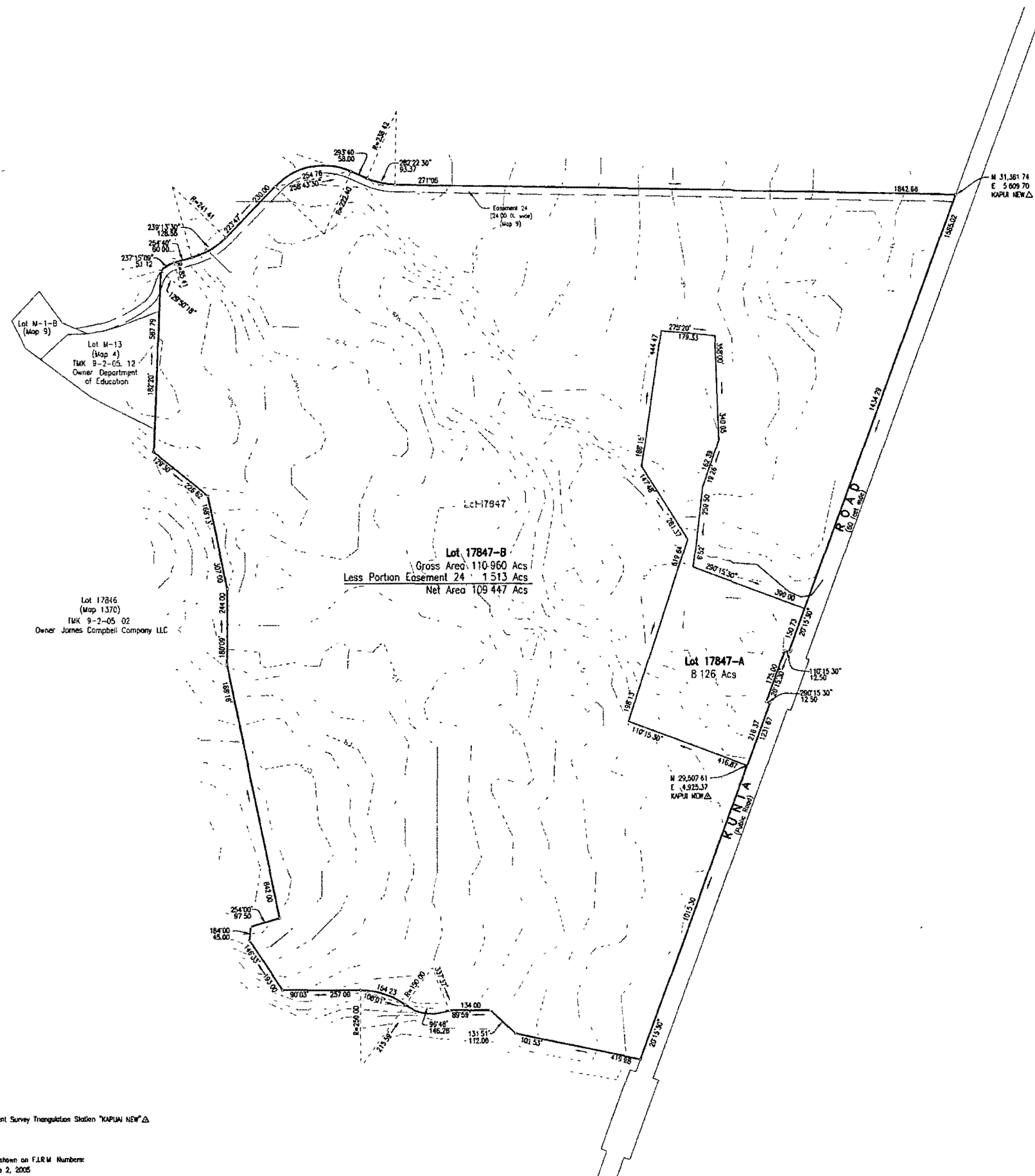
**EXHIBIT B**



ARCADIS

**Appendix B**  
Source Area Boundary





PRELIMINARY  
LAND COURT  
STATE OF HAWAII  
LAND COURT APPLICATION 1069

SUBDIVISION OF LOT 17847  
AS SHOWN ON MAP 1370  
INTO LOTS 17847-A AND 17847-B  
AT HONOLULU, EWA, OAHU, HAWAII

R. M. Towill Corporation

2024 H. King St. Suite 200  
Honolulu, Hawaii 96819  
May 11, 2009

Exp. 4/30/10  
Ryan M. Suzuki  
Licensed Professional Land Surveyor  
Certificate Number 10059  
Land Court Certificate Number 280

OWNERS: James Campbell Company, LLC

TRANSFER CERTIFICATE OF TITLES.

AUTHORIZED AND APPROVED BY ORDER OF THE JUDGE  
OF THE LAND COURT DATED \_\_\_\_\_  
BY ORDER OF THE COURT

REGISTRAR OF THE LAND COURT

- Notes:
1. Azimuths and coordinates referred to Government Survey Triangulation Station "KAPUAI NEW" Δ
  2. Zoning AG-1
  3. Total Area = 119.086 Acs.
  4. Subject property situated in Flood Zone D as shown on F.I.R.M. Number: 1500300210F with an effective date of June 2, 2005



TRUE NORTH  
SCALE 1 IN. = 200 FT.

KUNIA

ROAD

UP#8241

20°15'30" 150.73

110°15'30" 12.50  
20°15'30" 175.00

20°15'30" 216.37

UP#3X/66

UP#3/66

UP#2/66

UP/SL

UP/SL

SOURCE AREA  
8.126 ACS.

10 FT.  
from Bldg.

10 FT.  
from corner concrete

23 FT.  
from Tanks

20 FT.  
from Pump Structure

Basal Well #2703-02

Kunia Well #2703-01

Elec Box

Gas Tank

Carport

Kunia Store

Machine

Conc Pad

Containers

Riser

Box

Conc Pad

Tanks

Conc. Curb

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

Pineapple Field

5 FT.  
from Fence

188°15'

444.47

Dirt Road

Pineapple Field

147°48'

281.37

Dirt Road

182.39

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

UP

PROPOSED SOURCE AREA  
KUNIA WELLS

AT HONOULIULI, EWA, OAHU, HAWAII

REF-05017-1-WELL-STE.dwg

March 20, 2008

Job No. 08017-4  
F.B. Nos. 2498 and 2843



ARCADIS

**Appendix C**

Lessee Certifications of Compliance



**CERTIFICATION OF COMPLIANCE WITH DECLARATION OF ENVIRONMENTAL  
RESTRICTIONS (WELL RESTRICTION AREA)**

I am authorized to make this certification on behalf of the owner(s) of the property described below ("Property").

On behalf of said owner(s), I hereby certify, to the best of my and said owner(s)' information and belief, that the following is true and correct as of the date set forth below:

- No application for a water use permit to withdraw water from any well located or to be located in the area shown on the map attached hereto ("Well Restriction Area") has been filed by any owner, lessee, licensee, or other occupant or user of the Property (collectively "Occupant").

- No Occupant of the Property has undertaken any construction in the Well Restriction Area that has damaged or interfered with, or might damage or interfere with, any basal groundwater monitoring or extraction wells, or equipment associated with those wells.

Date:

22nd July 2010

Signature:

Claire Ridding Johnston

Printed Name:

Claire Ridding Johnston

Title:

Project Director

Property description:

**KUNIA SECTION 9:**

**PARCEL ONE:**

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT 17846** (area 2,395.961 acres), as shown on Map 1370, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 930,578** issued to Army Hawaii Family Housing LLC, a Delaware limited liability company

End of Parcel One Description



**PARCEL TWO:**

All of that certain parcel of land situate at Hoaeae, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**ROYAL PATENT NUMBER 4490, LAND COMMISSION AWARD 10,474, APANA 9 TO NAMAUU**, situate, lying and being on the westerly side of Kunia Road, being PARCEL 5, and thus bounded and described as per survey dated August 8, 1988:

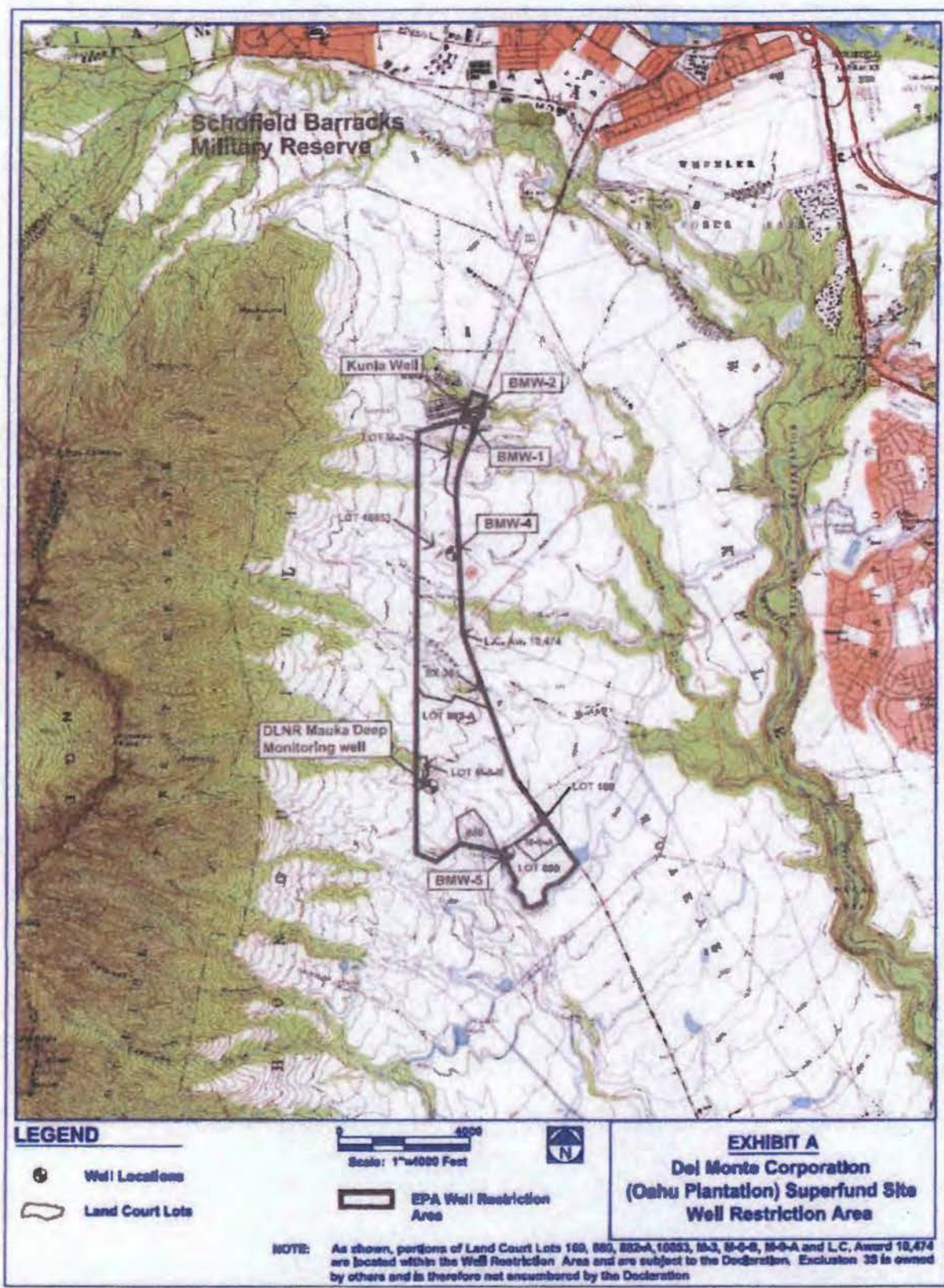
Beginning at the north corner of this parcel of land and on the westerly side of Kunia Road, the coordinates of said point being referred to Government Survey Triangulation Station "KAPUAI NEW", being 22,750.96 feet North and 4,331.52 feet East, thence running by azimuths measured clockwise from true South:

1. Along the westerly side of Kunia Road, on a curve to the left with a radius of 2,894.90 feet, the azimuth and distance of the chord being:  
  
345° 29' 57" 611.81 feet;
2. 159° 26' 573.67 feet along Lot M-1-A-1 of Land Court Application 1069;
3. 221° 12' 30" 73.38 feet along Lot M-1-A-1 of Land Court Application 1069 to the point of beginning and containing an area of 11,930, square feet, more or less.

**BEING** a portion of the premises acquired by Limited Warranty Deed with Covenants and Reservation of Rights December 10, 2008, made by James Campbell Company LLC, as grantor, and Army Hawaii Family Housing LLC, as grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3812212 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-185856.

**End of Parcel Two**







**CERTIFICATION OF COMPLIANCE WITH DECLARATION OF ENVIRONMENTAL  
RESTRICTIONS (WELL RESTRICTION AREA)**

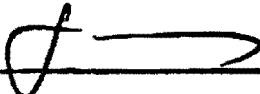
I am authorized to make this certification on behalf of the owner(s) of the property described below ("Property").

On behalf of said owner(s), I hereby certify, to the best of my and said owner(s) information and belief, that the following is true and correct as of the date set forth below:

• No application for a water use permit to withdraw water from any well located or to be located in the area shown on the map attached hereto ("Well Restriction Area") has been filed by any owner, lessee, licensee, or other occupant or user of the Property (collectively "Occupant").

• No Occupant of the Property has undertaken any construction in the Well Restriction Area that has damaged or interfered with, or might damage or interfere with, any basal groundwater monitoring or extraction wells, or equipment associated with those wells.

Date: 7-12-2010

Signature: 

Printed Name: FRANK LAW

Title: V.P.

Property description:

**SECTION 8:**

**PARCEL ONE:**

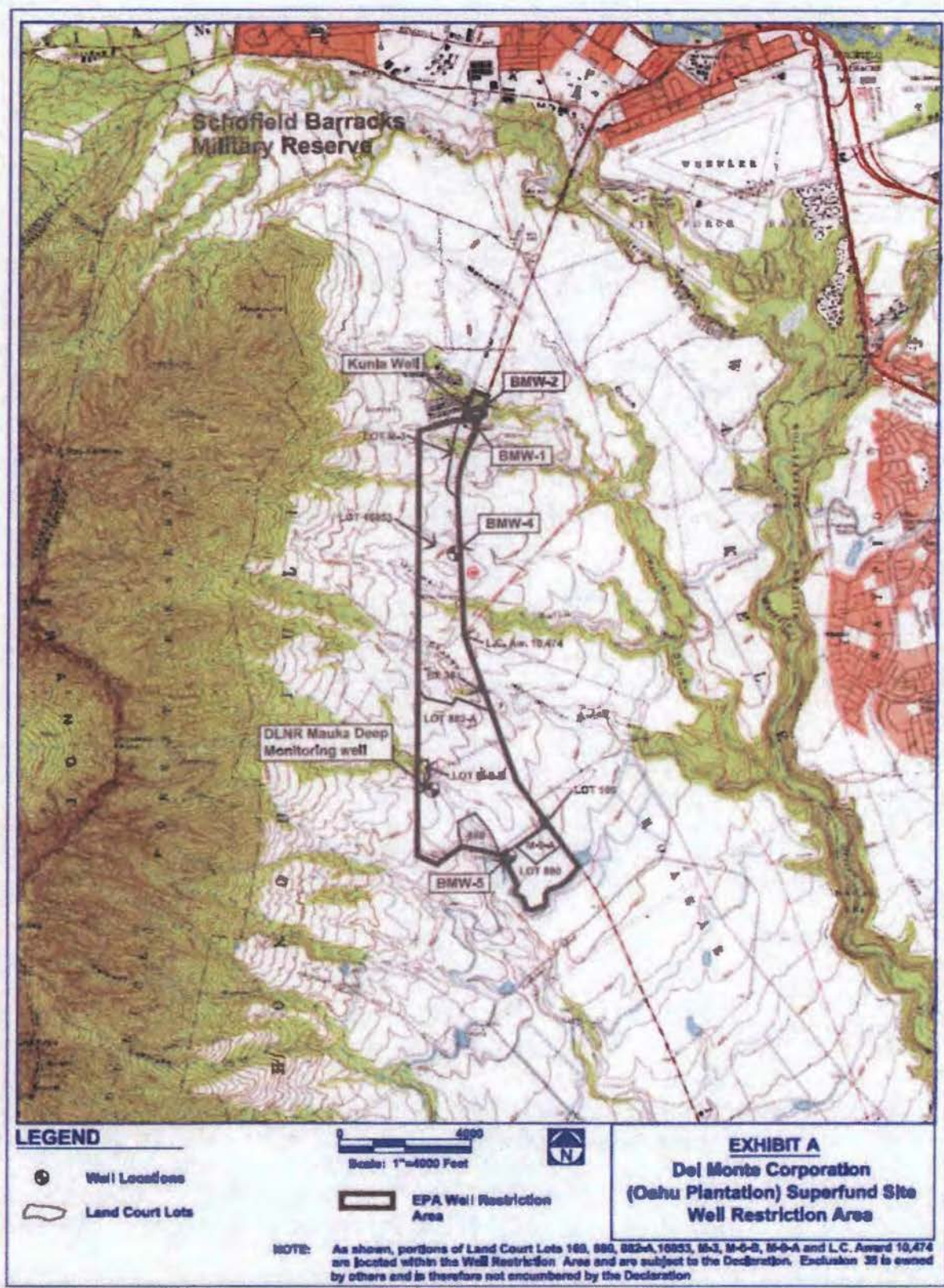
All of that certain parcel of land situate at Honolulu, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 882-A (area 425.983 acres), as shown on Map 110, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

BEING all of the land described in and covered by Certificate of Title No. 882,761 issued to Fat Law's Farm, Inc., et al.

**End of Parcel One Description**







**CERTIFICATION OF COMPLIANCE WITH DECLARATION OF ENVIRONMENTAL  
RESTRICTIONS (WELL RESTRICTION AREA)**

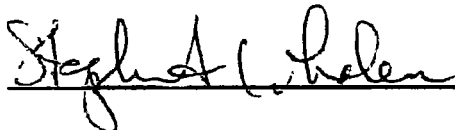
I am authorized to make this certification on behalf of the owner(s) of the property described below ("**Property**").

On behalf of said owner(s), I hereby certify, to the best of my and said owner(s)' information and belief, that the following is true and correct as of the date set forth below:

- No application for a water use permit to withdraw water from any well located or to be located in the area shown on the map attached hereto ("**Well Restriction Area**") has been filed by any owner, lessee, licensee, or other occupant or user of the Property (collectively "**Occupant**").

- No Occupant of the Property has undertaken any construction in the Well Restriction Area that has damaged or interfered with, or might damage or interfere with, any basal groundwater monitoring or extraction wells, or equipment associated with those wells.

Date: July 2, 2010

Signature: 

Printed Name: Stephanie A. Whalen

Title: Executive Director

Property description:

**KUNIA VILLAGE:**

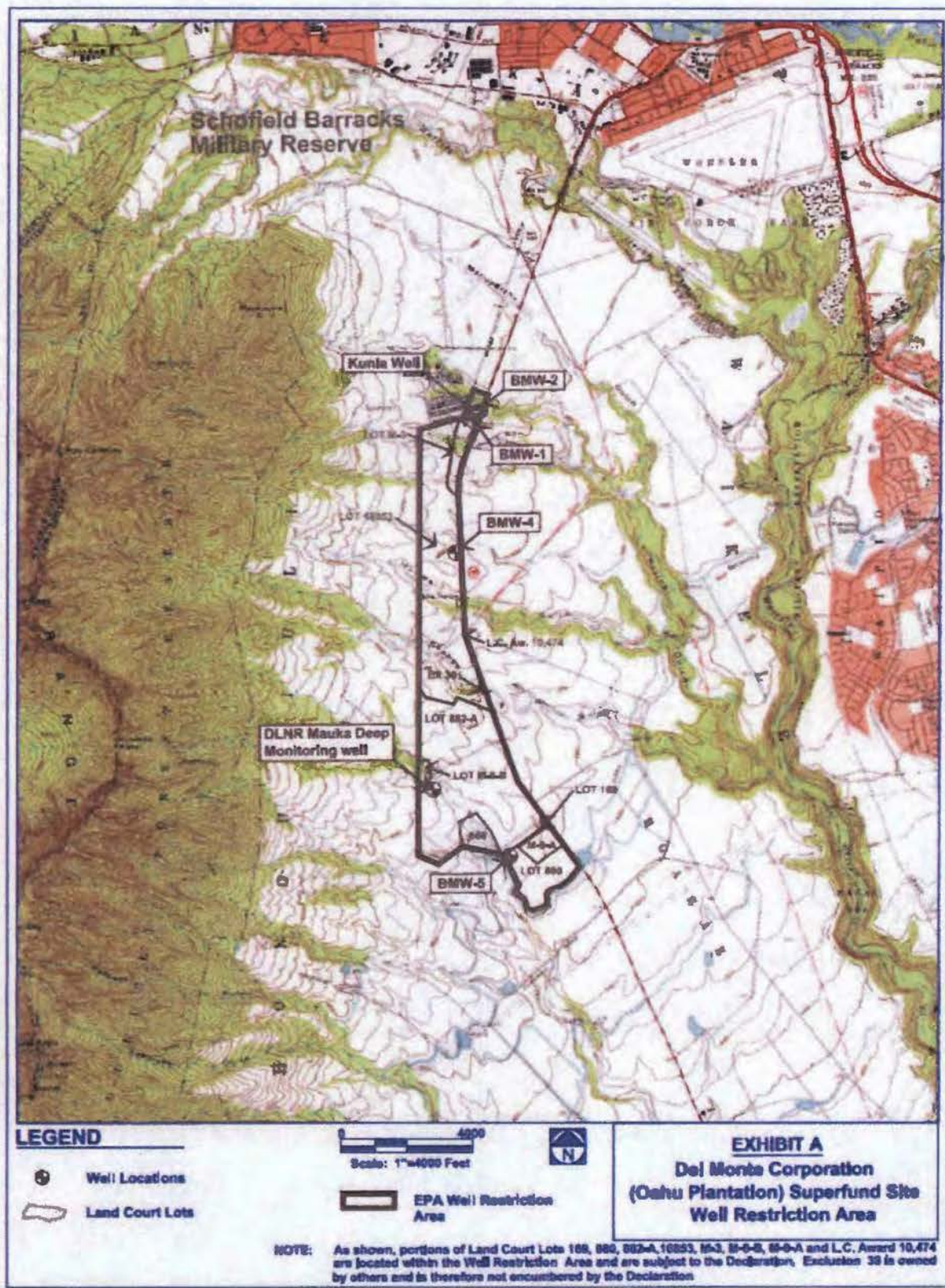
All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT 17847** (area 119.086 acres), as shown on Map 1370, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 964,710** issued to Hawaii Agriculture Research Center.

**End of Property Description**







**CERTIFICATION OF COMPLIANCE WITH DECLARATION OF ENVIRONMENTAL  
RESTRICTIONS (WELL RESTRICTION AREA)**

I am authorized to make this certification on behalf of the owner(s) of the property described below ("**Property**").

On behalf of said owner(s), I hereby certify, to the best of my and said owner(s)' information and belief, that the following is true and correct as of the date set forth below:

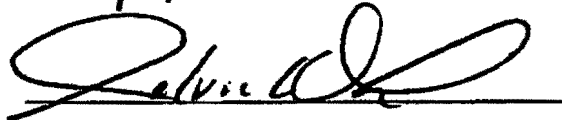
- No application for a water use permit to withdraw water from any well located or to be located in the area shown on the map attached hereto ("**Well Restriction Area**") has been filed by any owner, lessee, licensee, or other occupant or user of the Property (collectively "**Occupant**").

- No Occupant of the Property has undertaken any construction in the Well Restriction Area that has damaged or interfered with, or might damage or interfere with, any basal groundwater monitoring or extraction wells, or equipment associated with those wells.

Date:

7/20/10

Signature:



Printed Name:

SELVIN W. LUI

Title:

PRESIDENT

Property description:

**SECTION 2:**

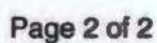
All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT M-8-B** (area 854.23 acres), as shown on Map 5, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 975,762** issued to Kunia Loa Ridge Farmlands.

End of Property Description







**CERTIFICATION OF COMPLIANCE WITH DECLARATION OF ENVIRONMENTAL  
RESTRICTIONS (WELL RESTRICTION AREA)**

I am authorized to make this certification on behalf of the owner(s) of the property described below ("Property").

On behalf of said owner(s), I hereby certify, to the best of my and said owner(s) information and belief, that the following is true and correct as of the date set forth below:

- No application for a water use permit to withdraw water from any well located or to be located in the area shown on the map attached hereto ("Well Restriction Area") has been filed by any owner, lessee, licensee, or other occupant or user of the Property (collectively "Occupant").

- No Occupant of the Property has undertaken any construction in the Well Restriction Area that has damaged or interfered with, or might damage or interfere with, any basal groundwater monitoring or extraction wells, or equipment associated with those wells.

Date: July 12, 2010

Signature: Kathryn J. Harold

Printed Name: Kathryn J. Harold

Title: HSE Head, NAFTA Seeds

Property description:

**SECTION 6:**

**PARCEL ONE:**

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT M-9-A** (area 19.296 acres), as shown on Map 6, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 921,358** issued to Syngenta Hawaii, LLC, a Hawaii limited liability company.

End of Parcel One Description



**PARCEL TWO:**

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT 169** (area 0.693 acres), as shown on Map 27, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 921,359** issued to Syngenta Hawaii, LLC, a Hawaii limited liability company.

End of Parcel Two Description

**PARCEL THREE:**

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

**LOT 880** (area 93.117 acres), as shown on Map 109, filed in the Office of the Assistant Registrar of the Land Court to the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased.

**BEING** all of the land described in and covered by **Certificate of Title No. 921,364** issued to Syngenta Hawaii, LLC, a Hawaii limited liability company.

End of Parcel Three Description



